The Solicitors' Journal.

LONDON, FEBRUARY 25, 1882.

CURRENT TOPICS.

THE RULE COMMITTEE of Judges, consisting of the Lord Chancellor, the Lord Chief Justice, the Master of the Rolls, Sir JAMES HANNEN, Lord Justice LINDLEY, Baron POLLOCK, and Justices MANISTY and FRY, met at half-past ten o'clock on Wednesday last to consider the Report of the Procedure Committee. The learned judges continued in deliberation until four o'clock, but did not complete their consideration of the Report. The sitting will be resumed on Wednesday next.

WE PRINT in another column the order of re-transfer to which we referred last week as then impending. The effect is to restore to Mr. Justice CHITTY all his causes and matters, except those which were recently transferred to Vice-Chancellor BACON.

MR. C. P. ILBERT, the new legal member of the Council of the Viceroy of India, will enter on his duties on the 13th of April next. Her Majesty's subjects in India are to be congratulated on the appointment to this high office of one of the most able and skilful of the modern school of parliamentary draftsmen. Mr. ILBERT is the author of (among many other measures) the Act constituting the Central Office of the Supreme Court, and the rules and forms under that Act; of the Act constituting the Railway Commission, and of all the Merchant Shipping Acts since 1870. He is also well known as the draftsman of the Bankruptcy Bill of last session; and it is understood that he has in hand, and will complete before his departure, the consolidating Bankruptcy Bill to be introduced during the present session.

THE UNANIMOUS ADOPTION by the large meeting of the Incorporated Law Society on Wednesday of the report of the Committee on Legal Procedure is the best testimony that could be given to the singular care and ability with which that report has been prepared, and the admirable constitution of the committee as representing all shades of opinion. Since the report was published we have heard dissents from some of the recommendations on points of detail, but in no instance we have heard of has there been any feeling other than satisfaction with the report as a whole. The committee may be congratulated on having produced a report which is recognized on all hands as thoroughly worthy of a great occasion, and which can hardly fail to have an important influence on the deliberations of the Rule Committee of Judges.

IT IS NOW more than six years since suitors were required to deposit £20 with the registrar before setting down an appeal from the Court of Chancery. These sums of £20, which were always paid into an appeal deposit account with the Chancery Paymaster, were, in the ordinary course of events, ordered to be paid out to the successful party on the appeal, either by way of returning the amount deposited to a successful appellant, or paying it to a successful respondent in part payment of his costs. Notwithstanding the lapse of so much time since these deposits ceased to be made, there is still remaining in court, according to the statement of our correspondent "H. R." (of whose accuracy we have no doubt), no less a sum than £2,500. All appeals brought before November, 1875, have long ago been disposed of, and we can only come to the conclusion that the deposits have in many instances been altogether lost sight of.

THE AUTHORITY of the House of Commons to expel members for any reason, good or bad, or for no reason, or without assigning any reason, is undoubted. It is, however, usual to assign a reason. Among the more salient instances of expulsion are those of Mr. WILKES for seditious libel in 1764 and 1769; of Colonel CAWTHORNE, for "conduct unbecoming an officer and a gentleman," in 1796; and of Mr. SADLEIR—the most recent case—for fraud, in 1856. It is equally undoubted that the expulsion creates no disability for re-election (May Parl. Pr., 8th ed., p. 60). The expulsion of Mr. BRADLAUGH for disobedience to the order of the House renders unimportant the question of whether he has taken the oath imperfectly, but it seems that for the parliamentary oath at all events no administration of it by another person is required, and that a member may legally "swear himself." The Parliamentary Oaths Act, 1866, merely directs that the oath thereby appointed "shall be solemnly and publicly made and subscribed by every member of the House of Commons at the table in the middle of the said House, and whilst a full House of Commons is there duly sitting, with their Speaker in his chair, at such hours and according to such regulations as each House may, by its Standing Orders, direct." The only Standing Order on the subject (May 8, 1866), prescribes that "members may take and subscribe the oath required by law at any time before the orders of the day and notices of motion have been entered upon, or after they have been disposed of, but no debate or business shall be interrupted for that purpose." Whether the interposition of an officer might have been legally required or not, it certainly has not been required by this order. In this respect the parliamentary oath differs from almost every other, for, as will be seen by a reference to 6 Geo. 4, c. 87 (administration of oath by consul); 1 & 2 Vict. c. 105 (persons bound by oaths administered in any form deemed by themselves binding); 14 & 15 Vict. c. 99, s. 16 (administration of oath by courts generally), and especially the Promissory Oaths Act, 1868; these Acts, one and all, imply, if they do not expressly require, the interposition of an officer. Especially is this the case with the Act of 1868, which directs (see first part of schedule) that the oath to be taken by certain high officials "is to be tendered by the clerk of the Council, and taken in presence of her Majesty in Council, or otherwise as her Majesty shall direct." Mr BRADLAUGH, it is stated, swore himself upon a copy of the Revised Version of the New Testament. It has been questioned whether the oath so taken is valid, but we think that it is. A Jew is sworn on the Pentateuch, a Chinaman on a broken saucer, and a Hindoo by touching the shoulder of a Brahmin.

WE DO NOT CLAIM, and never have claimed, any sort of infallibility for the criticisms which we have felt it our duty to make on the provisions of the Conveyancing Act, 1881; but since we were subjected for some weeks to a continuous cannonade from great and little guns, with the object of driving us from our positions, we may be excused if we regard with satisfaction the proofs which come to hand that, in the opinion of impartial observers, we were not altogether wrong in our strictures. The Birmingham Law Society is well known to contain among its leading members some of the ablest real property lawyers and most skilful conveyancers to be found in the solicitor branch of the profession. The annual reports of its committee are always taken as representing the considered opinion of conveyancing solicitors; consequently their observations on questions relating to the Conveyancing Act have been awaited with special interest We refer elsewhere to the remarks on mortgages, and will only

add here that upon some points which we raised relating to conveyances the society agree with us. They say that "general words may be omitted, in reliance on section 6, *in all cases where it is unnecessary to have a regrant of an easement which may have been extinguished by unity of possession.*" Covenants for title, they think, may be omitted in reliance on section 7, "but until the Act be amended, or the ambiguous clause, 'notwithstanding anything by the person who so conveys, *or anyone through whom he derives title*, otherwise than by purchase for value,' be judicially interpreted not to extend to the acts of every person in the chain of title, who did not acquire the property conveyed as a purchaser for value, it will be advisable to take advantage of sub-section 7, and limit the covenant to the acts and defaults of the vendor if he be a purchaser for value, or those through whom he derives title, up to, and inclusive of, the last purchaser for value." And with regard to conditions of sale, the society are advised "that it is not necessary or wise to make, at present, any material alteration in the common form conditions." Mr. WILLIAM BARBER, Q.C., who gives this advice, was one of the conveyancers to whom the Conveyancing Bill was referred for suggestions before its re-introduction, and, we believe, cannot be considered an unfriendly critic; yet it appears that even he dare not trust the implied conditions of sale.

IN CONNECTION with the recent well-meant attempt of the jurors, or some of them, to procure the pardon of a convict by a disclosure of the secrets of the jury-box, it may be well to point out that the law very much discourages any disclosure of the kind. In the case of grand jurors, the oath is to keep secret "the Queen's counsel, his fellows, and his own," and it was at one time felony in a grand juror to disclose the King's counsel (27 Ass. pl. 63). Petty jurors take no such oath, but it is clear that the spirit of the law is against disclosure. In civil cases their evidence is not receivable to prove their own misbehaviour, or to prove that a verdict which they delivered was given through mistake (Best on Evidence, citing *Straker* v. *Graham*, 4 M. & W. 721, and other cases), for, it is said, "The allowing a juryman to prove the real or pretended misbehaviour or mistake of himself or his companions would open a wide door to fraud and malpractice in cases where it is sought to impeach verdicts." In the United States it appears that the rule is generally the same, that the testimony of a juror is inadmissible to impeach a verdict (*Read* v. *Commonwealth*, 22 Gratt. 924; *Commonwealth* v. *Drew*, 4 Mass. 391). In Tennessee, however, the English rule appears to be rejected altogether (*Crawford* v. *State*, 2 Georg. 60), and in one or two other States "the affidavits of jurors will sometimes be received for the purpose of explaining, correcting, or enforcing a verdict" (*Dana* v. *Tucker*, 4 Johns. 487). In Iowa they have even been admitted to prove a decision by lot (*Wright* v. *Illinois Telegraph Company*, 20 Iowa, 19), and that the instructions of the court were misunderstood (*Pickard* v. *United States*, 1 Iowa, 225). We have been unable to discover any authorities as to criminal cases in this country, but we make no doubt that the recommendation to mercy is the only recognized mode by which a juryman can qualify the judgment of the court which follows upon the verdict which he is sworn to give.

THE BILL which it is proposed to call, in the event of its passing, "The Inferior Courts Judgments Extension Act, 1882," is, *mutatis mutandis*, a pretty exact copy of the Judgments Extension Act, 1868 (31 & 32 Vict. c. 54). The scope of the Act of 1868 is "to render judgments or decrees obtained" in the superior courts "in England, Scotland, and Ireland respectively, effectual in any other part of the United Kingdom," and the scope of the Bill of 1882 is, as is explained in the preamble, "to extend the principle of the Judgments Extension Act, 1868, to the judgments of certain inferior courts of Great Britain and Ireland." The expression "inferior courts" in the Bill is to include "county courts, civil bill courts, and all courts in England and Ireland having jurisdiction to hear and determine civil causes, other than the High Courts of Justice, and in Scotland the sheriffs' courts and the courts held under the Small Debts and Debts Recovery Acts:" and following the lines of the Act of 1868, it is proposed to enact that the registrars of the inferior courts are to issue certificates of judgments obtained therein upon the application of the party who has recovered judgment; that the registration of the certificate is to have the effect of a judgment of the court in which it is registered; that the courts are to have the same control over the certificates of the judgments as they have over judgments themselves in their own courts (see, as to this, *Part* v. *Scannell*, 9 Ir. C. L. 426), and that costs are not to be allowed in actions on judgments "unless the court in which such action shall be brought shall otherwise order." The only section of the Act of 1868 which is not reproduced in the Bill is section 5, which enacts that it shall not be necessary for a plaintiff resident in one of the three kingdoms, and bringing an action on a judgment in either of the others, to find security for costs "unless on special grounds the court shall otherwise order." The Bill is one to which no reasonable objection can be taken. The very wide definition of "inferior court" might, perhaps, have been alarming if it had not been provided by section 28 of the County Court Act, 1867, that inferior courts "not of record" are to yield up their jurisdiction to county courts, and if the Borough and Local Courts of Record Act, 1872 (35 & 36 Vict. c. 86), had not introduced many wholesome reforms into local courts "of record." The measure, however, might, perhaps, be improved by a schedule of courts, other than the courts named, to which it is intended to apply. The Tolzey Court of Bristol, the Court of Passage at Liverpool, the Court of Requests at Salford, the Provost Court at Exeter, and last, though not least, the Mayor's Court of London;—these are more or less known as inferior courts of record. But are there not some others? We have an impression that the Court of the Savoy still remains, having a jurisdiction of about one hundred square yards.

THE FORM OF MORTGAGE.

WE discussed some weeks ago the question of what should the be form of mortgage, looking at the matter from the point of view of a practitioner disposed, as far as possible, to cut down the length of these instruments. We pointed out that the statutory form in schedule 3 had been practically abandoned even by its putative father, and that its want of adaptability to the circumstances of particular cases would be a bar to its adoption in any but the very simplest transactions. We added that the form of mortgage in schedule 4 was in many respects unnecessarily cumbrous, and we showed how it might be improved in terseness and clearness of expression. With regard to the implied powers given by the Conveyancing Act, we came to the conclusion that a mortgagee might safely allow them to come into operation, with the exception of the power of leasing (section 18), which ought always to be expressly excluded, and the restriction on consolidation (section 17), which probably would always be excluded. We also threw out a suggestion that it might be desirable to try to exclude or qualify section 5, which enables a mortgagee to be redeemed behind his back.

We happen to know that our observations were extensively canvassed at the time, and met with a good deal of question among the Conveyancing Company (Limited), who (as the *Times* some time ago informed the world) had bound themselves by a solemn league and covenant to adopt, we suppose in their entirety, the provisions of the Conveyancing Act. Since our observations were published we have had several opportunities of considering in practice the matter we discussed, and of obtaining the opinion of many practitioners not belonging to the very limited company aforesaid. We find that the course we suggested is now very generally adopted at Lincoln's-inn; and, on full consideration, we see no reason to alter or modify the views we expressed, except, perhaps, with regard to our hint as to section 5. The opinion seems to be general that no chief clerk will allow the absurd provision that the court may, "without any notice to the incumbrancer," declare the mortgaged land to be freed from the incumbrance, to come into operation; and that it is hardly necessary to make any express provision in a mortgage based upon the improbable contingency of a contrary course being taken. We think there is reason in this opinion, and that, although a cautious practitioner may make a mortgagor covenant to give notice to the

mortgagee of any intended application to the court under section 5, no great harm is likely to arise from the omission of such a provision.

The report of the Birmingham Law Society, which we print elsewhere, shows that the conclusions of the most experienced and competent members of the branch of the profession most concerned with the preparation of mortgages accord with the views we expressed. The society recommend that "short forms *similar* to those in the 4th schedule should be used in preference to the statutory forms in the 3rd schedule." They think that the covenants and power of sale may be omitted in reliance on sections 7 and 19. They consider that "the operation of the 18th section, enabling either mortgagor or mortgagee in possession to grant leases should, as a general rule, be excluded, at least so far as the mortgagor is concerned." With regard to excluding the 17th section, although they would be well content that the right to consolidate should be abolished altogether, except in cases where the mortgagor expressly charges the first security with the second mortgage debt, they very properly point out that, so long as consolidation is allowed by law in other cases, "a solicitor will be expected to see that a mortgagee is not deprived of any right which the law gives him."

It may be worth while, since it now appears that the practice of excluding the operation of sections 17 and 18 is becoming established, to draw attention to one or two matters relating to such exclusion which are likely to be overlooked. In the first place, it is considered doubtful whether a mere declaration that those sections are not intended to apply to the mortgage will be sufficient to satisfy the provision of the Act requiring "a contrary intention" to be expressed. There must, it is apprehended, be an affirmative contrary intention expressed. Hence, in order to exclude the "restriction on consolidation," there must not only be a statement that section 17 of the Conveyancing Act, 1881, "is not intended to apply to this mortgage," but also a statement that, in respect of the consolidation of securities, the rights of the mortgagee shall be the same in all respects as if the said section had never been enacted, or some other provision to that effect. Similarly, with regard to section 18, there must be a statement that, "in respect to letting or leasing the said premises or any part thereof, the rights and powers of the mortgagor [and of the mortgagee respectively] shall be the same in all respects as if the section had never been enacted." And it must not be forgotten that, since this latter contrary intention is to be "expressed by the mortgagor *and mortgagee* in the mortgage deed," any mortgage excluding the provision as to leases should be executed by the mortgagee.

MEASURE OF DAMAGES.

A SOMEWHAT interesting point on the question of measure of damages has recently been decided by the Queen's Bench Division. The point is briefly this—viz., whether, apart from what may be called consequential damage, the true measure of damages is what it would cost to perform the broken contract, or the pecuniary damage to the plaintiff? Of course it may frequently happen that the two tests coincide, in which case no discussion of the principle is likely to arise; for instance, in the case of a breach of contract to deliver goods, the damage is the difference between the contract price of the goods and the value of such goods in the market at the time when the contract was finally broken; and, again in the case of a covenant to repair demised premises, the reversion will generally be damaged to the amount which it would cost to execute the repairs contemplated by the covenant. It will thus be found that in a great number of cases no such question as that now under discussion can arise, or at any rate assume much practical importance; but there are cases in which the difference between the two tests may be very great; and the question thus raised seems to us to be one of much interest and difficulty.

In the case which suggests these observations, *Wigsell* v. *Corporation of the School for the Indigent Blind* (not yet reported), the plaintiffs' predecessor in title had demised a piece of land, forming part of a larger estate, to the defendants, who at that time contemplated the erection thereon of a school for the blind, and the lessees covenanted to wall off the land so demised from the rest of the estate with a wall seven feet high. The project of using the demised land for a school fell through, and the defendants disposed of the land for other purposes, and the wall was never built. The defendants refused to build the wall, on the ground that the covenant to do so was dependent on the contingency of the school for the blind being built. The court had held otherwise, and consequently it became necessary to assess the damages, which was done upon a writ of inquiry before the under-sheriff. The under-sheriff allowed evidence of what it would have cost to erect the wall to go to the jury, and this was complained of as misdirection. It appeared probable from the evidence that, in the events that had happened, the value of the rest of the estate was, if at all decreased by the non-erection of the wall, at any rate only decreased to an amount far less than that which it would have cost to erect the wall. The court held that the cost of the wall was not a true test of the damages, but that the test was the pecuniary amount of the difference between the plaintiffs' position upon the breach of the covenant and what it would have been upon performance of the covenant, and they consequently set aside the verdict of the jury and made the rule absolute for a new inquiry.

There are no questions more difficult than questions with regard to the measure of damages. It is obvious that, if the true test of damages is the pecuniary difference made to the plaintiff by the breach of contract, the court is right. But whichever test is adopted, certain unsatisfactory consequences will follow. The argument against the view that the cost of performance is the correct test is very strong. That view, of course, is based on the notion that the plaintiff ought to be put in a position to do for himself that which the defendant ought to have done. Against that it is urged that this, in effect and indirectly, amounts to very much the same thing as specific performance. If the plaintiff desires and claims the very thing contracted for, he must go for specific performance; and then if the case is one in which equity considers that justice requires this course, and that the rights and interest of the plaintiff cannot be adequately protected without it, equity will order the performance of the contract; but if the plaintiff elects to proceed for damages—in other words, for pecuniary compensation—he can only get the damage to himself pecuniarily estimated. The consequences might otherwise be almost absurd. In theory (though of course in practice it is not often so) the disproportion between the value of the thing contracted for and the cost of its performance might be enormous. It might cost a million to do that which would not be worth a penny when done. And the most convincing argument appears to be that the plaintiff who would recover the million is not bound to apply it to the purpose of carrying out the thing contracted for. He can put it in his pocket. This would be obviously too absurd. In the case under discussion it seemed possible that the building of the wall would be mere waste of money, and that the estate would not be benefited a penny thereby, and that the plaintiffs, therefore, would not think of applying the money recovered to the erection of a wall. It is clear under such circumstances that it would be the height of injustice that they should recover the cost of erecting the wall.

On the other hand, arguments more or less attractive are not wanting in support of the other view. It may be urged that a man has no right to purchase compulsorily, so to speak, the right of breaking his contract at a less sum than it would have cost him to perform it, and so to reap a positive benefit from his breach of contract. If he has a right to do so the obvious result is that, in every case where the pecuniary damage of non-performance is less than the cost of performance, the contractor has the power of breaking his contract with impunity, so far as an action for damages is concerned. In other words, there would in such a case be no effective legal remedy as distinguished from the equitable remedy by specific performance. It may be said that cases may well arise in which, though the breach of contract has not pecuniarily damaged the plaintiff to an amount equal to what it would have cost to perform the contract, yet the plaintiff ought obviously to have damages calculated with reference to the amount which it would cost to put him in the same position as if the contract had been fulfilled. Suppose, for instance, I have a piece of land, and I wish to have built upon it a house of a certain size and shape. A builder contracts with me to build such a

house, but builds a larger or differently shaped house. I may be in just the same, or even a better, position pecuniarily. The land and house as built may even be worth more in the market than the land and house as contracted for. I may have particularly wished for a small house and large garden. The alteration in size may have trenched upon the garden. Of course such a case would be hardly likely to arise, because the builder would not be likely to build a larger or more expensive house than that contracted for, but other cases might perhaps arise involving the same principle. The building owner would seem in justice to be entitled to say, You have not supplied me with the building I contracted for; it is immaterial to me that the one you have built is worth as much or more. In justice you ought to pay what it would cost to alter the building to what was contracted for. Suppose the building owner to have actually employed someone to effect this alteration. Ought not the amount of the bill to be recoverable from the builder?

These arguments have a good deal that is very taking in them, but, on the whole, it seems to us that if a hard and fast rule is to be laid down in favour of one or other of these tests, the sounder and juster view is that where compensation by way of damages is the remedy sought for, the damages must be estimated by the pecuniary damage done, and that there should be no *tertium quid* between the remedy by such compensation and the remedy by specific performance. But we are not quite clear that it is well that the rules as to measure of damages should be too rigid. We cannot help thinking that, though in general the pecuniary damage ought to be the test, there are cases in which, the stipulation broken having been a reasonable one, and the plaintiff having been obliged to perform it himself, he ought to be entitled to recover the cost of so performing it, whether or no such cost was equal to the pecuniary difference between his position if the contract had been performed and his position when it was broken. On the other hand, we cannot help thinking that if, without performing the contract for himself, the plaintiff proceeds for damages, he ought to be restricted to the pecuniary damage actually caused.

REVIEWS.

CHANCERY PRACTICE.

A Practical and Concise Manual of the Procedure of the Chancery Division of the High Court of Justice, both in Actions and Matters. By Arthur Underhill, Barrister-at-Law. Butterworths.

This work in our opinion very well fulfils the expectation which it holds out in the preface, by attaining to something beyond a mere outline, while it lays no claim to be a complete treatise, or to deal with the *minutiæ* of practice. The style is most laudably clear, and the arrangement marks so conspicuously the divisions and sub-divisions of the subject as to make an index almost superfluous. Though it will naturally be read more by the student than by the practitioner, yet the latter may often find it a useful help to refresh his memory. The parts which treat of the practice in chambers perhaps aroused our interest more strongly than any others: that being a topic upon which information is not abundant or very easily attainable. In expressing the opinion that students will be the chief readers of the book, we can also say with pleasure that in our opinion they will find it very useful.

Some members of the profession attended a private meeting held at one of the rooms at the hall of the Incorporated Law Society, Chancery-lane, on Thursday evening last. Mr. F. K. Munton, on the motion of Mr. W. J. Fraser, C.C., seconded by Mr. V. I. Chamberlain, took the chair. After a long discussion, and a statement of many cases which had come under the personal observation of the speakers, the following resolution was unanimously adopted:—"That the beneficial effect of speedy judgments under order 14 is greatly neutralized by the difficulties and delays to which in many cases plaintiffs are subjected in obtaining from sheriffs and their officers the proceeds of executions, and in the opinion of this meeting it is desirable that the question should be referred to the society's special Procedure Committee for consideration and report to the council. Further, that a copy of this resolution be forwarded to the chairman of such committee."

According to *Kemp's Mercantile Gazette* the number of bills of sale registered in England and Wales for the week ending February 18, was 1,028. The number in the corresponding week of last year was 992, showing an increase of 36, being a nett decrease in 1882, to date, of 74.

CORRESPONDENCE.

ACKNOWLEDGMENT OF DEEDS BY MARRIED WOMEN.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The late Lord Chancellor has re-introduced the clauses in the Conveyancing Bill of last year which were eliminated in the Commons. Among these is, I presume, the clause to render acknowledgments no longer necessary. I hope the Law Society and the provincial societies will again oppose this projected change.

There have been cases, to my knowledge, where the married woman has, on full explanation of her position, refused to part with her interest in her property at the request of her husband, and I recently heard a lady of rank express her approval of the present state of the law, on the occasion of her being called upon to make an acknowledgment. Indeed, I have never heard of any objection on the part of a married woman to the propriety of making one. In the interests of married women who may be entrapped by bad husbands into stripping themselves, and with them their children, of, perhaps, their only future source of subsistence, I venture to think the proposal bad and uncalled for.

A Commissioner.

THE MIDDLESEX REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Would you, in your next issue, tell us what the Middlesex Registry Bill is, the second reading whereof was, I see, by to-day's "Parliamentary Notices," fixed for this evening?

If it is only some question of "officials" it is unimportant, but if it is a remodelling of the whole concern, which is badly wanted, I do hope it has been based somewhat on the lines of the new general registration which I suppose will before long be enacted. If it were so done the experiment in one county would be a useful experience. T. P. Y.

London, Feb. 20.

[The Bill was not in print up to the time of our going to press.—Ed. *S. J.*]

CHANCERY APPEAL DEPOSITS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Having occasion recently to draw up an order made in 1874 on appeal from the Court of Chancery for the return of an appeal deposit, I was surprised to find that there is as much as £2,500 still standing to the appeal deposit account in the books of the Chancery Paymaster. What are the one hundred and odd solicitors about who are each of them content to leave £20 in court which may be had for the asking? H. R.

Chancery-lane, Feb. 23.

The *Times* on Wednesday, commenting on the report of the Committee on Procedure of the Incorporated Law Society, says that, "regarded as a whole, the proposals are conceived in the belief that what is for the good of the public is, in the long run, good for solicitors. The committee do not make an empty boast when they say 'they thoroughly recognize that the interests of the public and of the profession are the same—viz., to obtain a competent judicial decision at the least expense and in the shortest time possible.' We should like so-called law reformers who are fond of carping at lawyers and broaching offhand amendments to point to any efforts at amateur legislation so thorough and careful as this report. Solicitors may refer to it with pride as evidence of the spirit of enlightenment to be found in their ranks. . . . The committee's report—a document which a thoroughgoing law reformer such as Bentham might read with approval—will tend to strengthen the confidence reposed by the public in the body of solicitors."

Last Thursday (says the Calcutta Correspondent of the *Times*, telegraphing on the 19th inst.) the Legislative Council, in spite of the protests of the Press and the generally adverse opinion of the public, passed two more of the Codifying Bills—viz., those relating to the transfer of property and easements. The first-named measure is applied to the whole of India, except the Punjab and British Burmah, but power is reserved to the local Governments to extend it to those provinces by notification. It is also provided that nothing in one of the most important chapters of the Act shall be deemed to affect any rule of the Hindoo, Mahomedan or Buddhist laws. It follows, therefore, that the application of the Act will be very partial; but that of the other, the Easements Act, will be still more partial. That measure has been rejected by every administration in India, except those of Madras, the Central Provinces, and Coorg; and the Act, therefore, applies only to these provinces. It was proposed to insert in this Act also a clause authorizing the other local Governments to extend it to their respective territories by notification, but on the motion of the Lieutenant-Governor of Bengal this was omitted, so that further legislation and a full public discussion will be necessary before any wider application can be given to the new code. This novel system of passing and applying to remote corners of the Empire codes which most of the local Governments, presumably the best judges of the needs of their respective provinces, have declared to be unnecessary or unsuitable, is one which can hardly be too strongly condemned.

CASES OF THE WEEK.

APPEAL—TIME—REFUSAL TO ADMIT CLAIM BY CREDITOR IN ADMINISTRATION ACTION.—In a case of *Fordham* v. *Clagett* an application was made to the Court of Appeal, on the 18th inst., for an extension of the time for appealing under the following circumstances. The action was for the administration of a testator's estate, and judgment for administration had been given. A creditor for a large sum had carried in a claim under the judgment, and his claim had been refused by the judge after a full argument in court. The applicant's counsel stated that, when a creditor's claim to prove in an administration action is refused, it is not the practice to draw up any formal order, but the result of the refusal is afterwards embodied in the certificate of the chief clerk. Before the Judicature Act it was the practice, if a creditor wished to appeal from such a refusal, for him to wait till after the certificate had been made, or else to get a separate certificate made as to his own claim, and then to apply *pro forma* to the judge to vary the certificate, and to appeal from his refusal. As, however, the refusal by the judge to admit the claim was an interlocutory order, and such an order must now be appealed from within twenty-one days, the applicant feared that, if he waited for a certificate, he would be too late to appeal, inasmuch as the twenty-one days from the judge's refusal to admit the claim would expire on the 21st inst. Therefore an extension of time was asked for. The court (JESSEL, M.R., and BRETT and HOLKER, L.JJ.) held that the refusal might be appealed from without any formal order being made, and, therefore, no extension of time was needed, for the applicant could give notice of appeal at once.—SOLICITORS, *Horne & Birkett.*

PRACTICE—APPLICATION FOR STAY OF EXECUTION PENDING APPEAL—APPLICATION TO MASTER—ORD. 58, RR. 16, 17—ORD. 54, R. 2.—In a case of *Heiron* v. *The Metropolitan Bank*, an application was made to the Court of Appeal on the 15th inst., for a stay of execution under a judgment pending an appeal. The action was in the Queen's Bench Division, and the application had been made in the first instance to a master in chambers, and had been refused by him, but no application had been made to a judge or to a divisional court. It was contended that, notwithstanding that rule 17 of order 58 says that such an application "shall be made in the first instance to the court or judge below," it was proper to come at once from the master to the Court of Appeal, because rule 2 of order 54 provides that in the Queen's Bench Division a master "may transact all such business and exercise such authority and jurisdiction in respect of the same as under the Act may be transacted or executed by the judge at chambers," with certain exceptions which do not include an application for a stay of execution. The court (JESSEL, M.R., and BRETT and HOLKER, L.JJ.), however, held that the applicant ought, before coming to the Court of Appeal, to have renewed the application before the court below or a judge. They said that rule 2 of order 54 did not put the master in the position of the court or a judge for the purpose of rule 17 of order 58. The application was, therefore, refused.

PROOF IN BANKRUPTCY—CLAIM ARISING OUT OF A FELONY—COMPOUNDING A FELONY—STIFLING A PROSECUTION.—In a case of *Ex parte Leslie*, before the Court of Appeal on the 16th inst., the question arose whether a proof tendered in a bankruptcy was liable to objection on the ground that the claim arose out of a felony, or that the claimant had entered into an agreement not to prosecute the bankrupt for a felony. The bankrupt had been allowed by his bankers to overdraw his current account with them, on his depositing with them as security some bills of exchange, drawn by him upon, and, apparently, accepted by, by another firm. Soon after the deposit had been made, and the bankrupt had overdrawn his account to a considerable extent, the bankers discovered that the acceptances of the deposited bills were forgeries. The bankers thereupon communicated with the bankrupt, and ultimately he handed to them some joint and several promissory notes of himself and his father for sums corresponding to the amounts of the bills, or thereabouts, and the bankers returned the bills to the bankrupt. The adjudication of bankruptcy took place some months afterwards. In the bankruptcy the bankers claimed to prove for the balance due to them on the bankrupt's current account, stating in their affidavit of proof that they held the promissory notes as security, but they did not claim to prove on the notes. The trustee rejected the proof, on the ground that the claim arose out of a felony, and that the bankers, when they received the promissory notes and gave up the bills, had entered into an agreement not to prosecute the bankrupt for felony. He had since the bankruptcy been prosecuted and convicted on a charge of forging the acceptances to some other bills of exchange. The court (JESSEL, M.R., and BRETT and HOLKER, L.JJ.) held that the proof ought to be admitted. JESSEL, M.R., said it arose out of an ordinary contract for a loan, and, even if the alleged corrupt agreement had been entered into, it could not destroy the antecedent contract to repay the loan. A line of authorities had been cited which seemed to show that, when a claim to prove in a bankruptcy arose out of a felony, the proof could not be admitted until either the claimant had prosecuted the felon, or he had been prosecuted by some one else, or a prosecution had become impossible. Whether that was so or not it was unnecessary to consider, for those authorities had no application to the present case.—SOLICITORS, *S. Chapman; Morgan, Son, & Gilks.*

REALIZATION OF BANKRUPT'S ESTATE — CONTINGENT REVERSION — DISCRETION OF TRUSTEE — BANKRUPTCY ACT, 1869, s. 20. — In a case of *Ex parte Lloyd*, before the Court of Appeal on the 16th inst., a question arose as to the discretion of a trustee in bankruptcy or liquidation as to the realization of the estate of the bankrupt or debtor. The creditors of a debtor in February, 1877, resolved on a liquidation of his affairs by arrangement. At the time of the filing of the petition the debtor was entitled to a sum of £750 contingently on his surviving his father, and he had no other assets. In March, 1881, the trustee called a meeting of the creditors to consider an offer which had been made for the purchase of the debtor's contingent reversionary interest, and the creditors passed a resolution "that the reversion be still held under the consideration of the trustee, and that he be, and is hereby, authorized to exercise his discretion as to accepting a private offer, or selling by public auction, at such time as he may deem to be needful." A creditor who dissented from this resolution, and alleged that it had not been passed *bona fide*, applied to the court for an order that the trustee should, within fourteen days, realize the estate of the debtor, and in particular should sell the reversionary interest by public auction or private contract. The trustee deposed that the debtor's father was in his seventy-ninth year, and said that, in his opinion, and that of he majority of the creditors, the reversionary interest should not be immediately sold. The registrar refused to interfere with the trustee's discretion, and the Court of Appeal (JESSEL, M.R., and BRETT and HOLKER, L.JJ.) affirmed the decision. JESSEL, M.R., said that section 20 of the Bankruptcy Act, 1869, gave a discretion to the trustee as to the management and distribution of the bankrupt's estate, subject to the resolution of the creditors. Of course, it was his duty to sell the bankrupt's property; but, subject to a resolution of the creditors, he was entitled to exercise his own discretion as to the time and mode of sale. In the present case the trustee, in the exercise of his discretion, did not wish to sell the contingent reversionary interest now, and a creditor was entitled to apply to the court only on the ground that the trustee had not exercised his discretion *bona fide*. The court would not interfere unless the trustee was doing that which was so utterly unreasonable and absurd that no reasonable man would thus act. It was sufficient to state the proposition to show that it was not so in the present case. As the *bona fides* of the creditors' resolution was disputed it could not be referred to, though the court could not help seeing that there was such a resolution.—SOLICITORS, *W. J. Collens; Plunkett & Leader.*

CONTEMPT—BREACH OF INJUNCTION—REFUSAL TO COMMIT—RIGHT OF APPEAL.—In a case of *Jarmain* v. *Chatterton*, before the Court of Appeal on the 17th inst., the appeal was from the refusal of Bacon, V.C., to make an order of committal for the breach of an injunction, and it was contended that, where a judge of first instance has refused to commit for contempt, the Court of Appeal would not interfere with the exercise of his discretion, reliance being placed on the case of *Ashworth* v. *Outram* (25 W. R. 896, L. R. 5 Ch. D. 943). The Court of Appeal (JESSEL, M.R., and BRETT and HOLKER, L.JJ.) held that no such rule existed. JESSEL, M.R., said that *Ashworth* v. *Outram* was not intended to alter the practice which was in force before the Judicature Acts. It was intended only as a decision that under the circumstances of the particular case an appeal could not be entertained.—SOLICITORS, *Scott, Jarmain, & Trass; H. W. Chatterton.*

RAILWAY COMPANY—COMPULSORY PURCHASE—NOTICE TO TREAT—MINES AND MINERALS—RAILWAYS CLAUSES CONSOLIDATION ACT, 1845, s. 77.—In a case of *Errington* v. *The Metropolitan District Railway Company*, before the Court of Appeal on the 17th inst., a question arose upon the construction of section 77 of the Railways Clauses Act, 1845, which provides that "the company shall not be entitled to any mines of coal, ironstone, slate, or other minerals under any land purchased by them, except only such parts thereof as shall be necessary to be dug or carried away or used in the construction of the works, unless the same shall have been expressly purchased; and all such mines, excepting as aforesaid, shall be deemed to be excepted out of the conveyance of such lands, unless they shall have been expressly named therein and conveyed thereby." The company had given the plaintiff a notice to treat for some land which they required for the purposes of their undertaking. The value of this land was afterwards assessed by an arbitrator, and a conveyance of the land was executed by the plaintiff to the company, no express mention being made of the mines and minerals under the land. The company afterwards served the plaintiff with a second notice to treat for the mines and minerals, and the action was brought to restrain the company from proceeding under this notice. Hall, V.C., granted a perpetual injunction, being of opinion that the company had no power to acquire the mines and minerals compulsorily, but that they could only do so by agreement. This decision was reversed by the Court of Appeal (JESSEL, M.R., and BRETT and HOLKER, L.JJ.), who held that under the Lands Clauses Act the company would have power to take the mines and minerals compulsorily, and that this power was not cut down by section 77 of the Railways Clauses Act, which was intended for the benefit of railway companies, to save them from the necessity of purchasing mines which they did not require. There was nothing to prevent a railway company from serving an owner with several notices to treat, and it made no difference whether the lands, in respect of which the notices were given, were severed by a horizontal or by a vertical line. In this case there was the evidence of the company's engineer, on which the court would rely, that there were no minerals except gravel and clay, which, if ever worked, could only be worked by disturbing the surface, and so letting down the works. The company chose to guard against such a possibility, and their view was quite reasonable, and proper.—SOLICITORS, *Baxters & Co. A. F. & R. W. Tweedie.*

WINDING UP—LIFE ASSURANCE COMPANY—REDUCTION OF CONTRACTS—SCHEME—DATE AT WHICH TO TAKE EFFECT—LIFE ASSURANCE COMPANIES ACT, 1870 (33 & 34 VICT. C. 61), s. 22—COMPANIES ACT, 1862, s. 84.—In a case of *In re The Great Britain Mutual Life Assurance Society*, before the Court of Appeal on the 8th inst., a question arose upon the construction of the provisions contained in the Life Assurance Companies Act of 1870, for

the reduction of the contracts of an insolvent life assurance company. Section 22 of that Act provides that "the court, in the case of a company which has been proved to be insolvent, may, if it thinks fit, reduce the amount of the contracts of the company upon such terms and subject to such conditions as the court thinks just, in place of making a winding-up order." In the present case a petition to wind up the society (a mutual one) was presented on October 28, 1880, by the assignee of a policy which had become a claim against the society. On October 30, 1880, another winding-up petition was presented by the holder of a current policy. On the hearing of both these petitions on November 19, 1880, Hall, V.C., made no order on the first petition, but made a winding-up order on the second petition. On January 19, 1881, the Court of Appeal, on an appeal by the first petitioner, and on an application made by some of the policy-holders that, in place of the making of a winding-up order, an order might be made for the reduction of the contracts of the society, made an order on both petitions, discharging the winding-up order, and referring it to the Vice-Chancellor to settle a scheme for the reduction of the society's contracts under section 22 of the Act. On the 27th of January, 1881, the Vice-Chancellor made an order referring it to a special referee to settle a scheme for the reduction of the contracts for the approval of the court. In the course of the proceedings before the referee the questions arose from what date the scheme to be settled was to take effect, and what contracts of the society were liable to reduction. Hall, V.C., held (30 W. R. 145, L. R. 19 Ch. D. 39) that the date of the presentation of the winding-up petition, which date would, if a winding up order had been made, have been the date of the commencement of the winding up, was the date from which the scheme should come into operation, and that all policies current at that date, and all annuities which had not then become payable, were liable to reduction; but that all policies which had become claims at that date, and all payments in respect of annuities which had become due before that date, must be paid in full, just as if they were debts due to persons who had supplied goods to the society, but that payments accruing due after that date in respect of annuities which had become payable before that date were liable to reduction. This decision was affirmed by the Court of Appeal (JESSEL, M.R., and BRETT and HOLKER, L.JJ.). JESSEL, M.R., said that the theory of the Act was this, if the company was insolvent the court might reduce the amount of the contracts instead of making a winding-up order—*i.e.*, might give the persons entitled to the benefit of the contracts a dividend on the amount of their claims. The meaning was this—ascertain what the company can pay and reduce its contracts accordingly. If it can pay only half its liabilities, reduce the contracts by one half. The creditors would thus get a larger dividend, because the costs of a winding up would be saved, and the result would be advantageous to everyone to whom the company was under a liability. This being so, on what principle should the court fix the date from which the reduction was to take effect? It was said by those creditors whose claims had ripened since the presentation of the petition that they ought to be paid in full. But, if the winding up had gone on, they would have only got a dividend from the liquidator, and why should they get a benefit which they would not have got if the winding up had gone on? The reduction was a substitute for the winding up, and the substitution of one form of order for another was not intended to alter the rights of any persons. And, because the creditors who became such before the presentation of the petition would get paid in full, there was no reason that that preference should be extended. The Legislature probably thought that the persons who would get that preference would be few in number, because if an insurance company did not pay its policies, proceedings would soon be taken to wind it up. But the fact that there would be an injustice which could not be remedied was no reason for extending it. His lordship thought that the date of the settlement of the scheme would be an impossible time to fix for the operation of the reduction, for the amounts of the assets and liabilities must be ascertained before the scheme could be settled. Nor would the date of the order directing the scheme to be settled do, for that would make the rights of the parties depend on a mere accident. And this observation applied equally to the date of the order on the appeal. The rights of the parties ought not to depend on such accidents, and the date of the presentation of the first petition, which would have been the date of the commencement of the winding up, if a winding-up order had been made, was the proper date to fix. BRETT, L.J., said that, if a winding-up order had been made, it would have taken effect according to the state of things at the date of the presentation of the petition, and therefore the Vice-Chancellor said that, unless there was some special reason to the contrary, the same day should be fixed for the operation of the scheme of reduction. The question was whether, on the true construction of the Act, this was right? The Act did not fix any time, and his lordship would not say that, under some special circumstances, some other date than that of the presentation of the petition might not be fixed, but, in the absence of any special circumstances, he thought that date was the proper one to fix. HOLKER, L.J., said that section 22 gave a large power and a large discretion to the court, and in determining what was just the court must have regard to all the circumstances of the particular case. It could not be just to fix a date the result of which would be to enable a number of creditors to be paid in full who would have only received a dividend if a winding-up order had been made. JESSEL, M.R., added that he did not differ from the view of the Lords Justices as to the discretion of the court. He only intended to lay down that, as a general rule, the date of the presentation of the petition was the proper date. He did not intend to say that the special circumstances of the particular case might not afford a reason for varying the date.—SOLICITORS, *Longcroft & Myers; G. Blayden; Crump & Son; Bellamy, Strong, & Co.; Dean, Chubb, & Co.; Miller & Vernon; W. Flux & Co.; Ashurst, Morris, & Co.*

PARTNERSHIP—DISSOLUTION—RETURN OF PREMIUM—MISCONDUCT OR INCOMPETENCY OF PARTNER PAYING PREMIUM—INTEREST.—In a case of *B—— v. Y——*, before the Court of Appeal on the 10th inst., the question arose whether, on a dissolution of a partnership, one of the partners, who had paid a premium on his admission to the partnership, was entitled to a return of a part of the sum which he had paid. The parties were solicitors. The defendant was a solicitor of long standing; the plaintiff was a young man of but little experience. In 1879 the plaintiff and the defendant agreed to enter into partnership for a term of twenty-one years. The plaintiff paid the defendant a premium of £2,500, and was to have one-third of the profits of the business. Soon after the commencement of the partnership the defendant alleged that he discovered that the plaintiff was incompetent to discharge the duties of a solicitor, and that he did not attend properly to the business. But some time after he had, as he alleged, made this discovery, the defendant proposed that the plaintiff's share in the business should be reduced. Some negotiation took place about this, but the proposal fell through. After this it was found that more capital was required for the business, and the defendant proposed to the plaintiff that he should bring in some more capital. This the plaintiff declined to do, except on certain terms to which the defendant would not agree. In November, 1880, the plaintiff brought the action for a dissolution of the partnership, alleging misconduct on the part of the defendant. This allegation the court held to be unfounded. The defendant brought a cross-action against the plaintiff for dissolution, charging him with misconduct, and in this action the original plaintiff B—— filed affidavits on a motion for a receiver in which he charged the original defendant Y—— with misconduct. On the trial of both actions judgment for a dissolution of the partnership was given by Fry, J., and he directed an inquiry whether any part of the premium ought to be returned to the plaintiff B——, and under this inquiry an order was afterwards made that 20-21ths of the £2,500 should be returned to him. In the Court of Appeal it was urged that B—— had lost his right to a return to any part of the premium (1) because he had shown himself to be incompetent; (2) because he had refused to bring in more capital when requested to do so by the defendant. In this, it was said, he had violated the provisions of the deed of partnership, and had thus been guilty of misconduct; (3) because he had been guilty of misconduct in making unfounded allegations against Y—— in the affidavits which he had filed in the other action. The Court of Appeal (JESSEL, M.R., and BRETT and HOLKER, L.JJ.) affirmed the decision of Fry, J. JESSEL, M.R., said that, after Y—— had manifested his willingness to go on with the partnership subsequently to his alleged discovery of the plaintiff's incompetency, it was impossible for him to say that that incompetency, even if it had been proved, was the cause of the dissolution. And, as to the refusal to furnish further capital, it could not be called misconduct; the inability to find it except on certain terms might be a misfortune, but it was not misconduct. It certainly was not within the rule that there must be gross misconduct to disentitle a partner who had paid a premium to a return of part of it in case of a dissolution before the expiration of the partnership term. And, as to the allegations contained in the affidavits, his lordship agreed with Fry, J., that for this purpose allegations made in the action for dissolution could not be looked at. And, though the affidavits were made in the other action, the two actions were in substance one. The second action was in effect a counter-claim to the first. He should have been of the same opinion, even if the second had been an independent action, for the allegations in question did not amount to a charge of fraud against Y——, and there was nothing to show that they were false to the knowledge of B——. His lordship added that the mere fact of incompetency was not a bar to a return of premium, though it might be taken into account in estimating the amount which should be returned. Unless it was shown that the incompetency had actually occasioned some loss or damage to the other partner, it ought not to prevent a return of premium. His lordship also said that he thought that in the case of *Bluck v. Capstick* (28 W. R. 75, L. R. 12 Ch. D. 863), Fry, J., had gone too far in saying that "there is no case in which a return of premium has been ordered when the partner who has paid the premium has himself brought about the dissolution by his own misconduct." There had certainly been cases in which the partner who had been in the wrong, and who had brought about the dissolution, had still got back a part of the premium which he had paid. BRETT, L.J., said it was clear that no part of the premium could be recovered at law; this could only be done by reason of an equity, which appeared to him a very right and just equity. As at present advised he was strongly of opinion that mere incompetency, without any evidence of damage to the other partner, would not be a sufficient ground for refusing a return of premium. Would it be equity that, merely because a man was found to be incompetent, he should be fined £2,500? The other partner might be entitled to get rid of him, but it seemed to his lordship that it would be utterly unjust that he should keep all the premium. If, however, damage had resulted to the business from the partner's incompetent acts, that ought to be taken into account in estimating the amount of premium to be returned. But here the alleged incompetence had manifested itself before Y—— had expressed his readiness to continue the partnership on different terms. After this he could not be allowed to say that B—— was so incompetent that he could not go on with him as a partner. It was too late to take the objection. And, as to the objection of misconduct, his lordship thought that it was necessary to show some misconduct in the business. As to the not providing the fresh capital, a mere breach of contract was not only not gross misconduct, but was not misconduct at all, though of course the circumstances under which the breach of contract took place might make it amount to misconduct. It was said, however, that B—— had made frivolous, vexatious, and untrue allegations against Y—— for the purposes of the action. There was not the slightest evidence that any of these allegations were true, and many of them at first sight looked very frivolous. But they were in effect brought forward in the action for dissolution, and his lordship agreed with Fry, J., that for this purpose nothing which had been done in the action for dissolution could be relied on. Whether anything which had been done in a previous action could be taken into account he would not say. Where, however, there were two

cross-actions of this kind, and a decree for dissolution was made in them both, he thought it would be entirely wrong to treat the two actions otherwise than as one. HOLKER, L.J., would not go the length of saying that incompetency would never, under any circumstances, be a ground for refusing a return of premium, for the partner who had received the premium might have consented to take a less premium than he otherwise would under the belief that the other would be of use to him in his business, and if it afterwards turned out that he could be of no use at all, this might be a good reason for not ordering a return of the whole premium. It was not, however, necessary to decide the point now. As to the imputations made against Y——, his lordship thought that they could not be considered as misconduct on the part of B——, because they were not misconduct in the conduct of the partnership business. And there was nothing to show that the imputations were, to the knowledge of B——, unfounded.

The question was also raised whether interest ought to be given on the amount of premium returned, and reliance was placed on the case of *Wilson* v. *Johnstone* (L. R. 16 Eq. 606), in which a part of a premium paid by a partner was ordered to be returned to him, with interest thereon from the time of the dissolution, but the question of interest does not appear to have been argued there. The court held that interest should be given, but only from the date of the chief clerk's certificate, inasmuch as the defendant could not pay the sum until the amount had been ascertained.—SOLICITORS, *A. Leslie; Merriman, Pike, & Merriman.*

PRACTICE—COUNTER-CLAIM—RIGHT TO RELIEF AGAINST THIRD PARTY—JUDICATURE ACT, 1873, S. 24, SUB-SECTION 3—ORD. 16, R. 17—ORD. 19, R. 3—ORD. 22, R. 10.—In a case of *Barber* v. *Blaiberg*, before FRY, J., on the 15th inst., a question arose as to the right of the defendant to an action to obtain, by means of a counter-claim, relief against a third party whom he makes a defendant to his counter-claim. The plaintiff brought the action against the defendant Blaiberg alone, alleging that a bill of sale of certain chattels had been duly executed in his favour by one Bass, and that Blaiberg had forcibly seized the chattels. And he claimed the return of the goods, and damages for their wrongful detention. Blaiberg delivered a statement of defence and a counter-claim, to which he made Barber and Bass defendants. By his statement of defence he alleged that Barber's bill of sale had not been executed *bona fide*, and that a bill of sale of the same goods, with others, to secure £110 had been executed by Bass in his favour, without notice of the bill of sale to Barber, and he charged the defendants with fraud. And by his counter-claim he claimed, as against both Barber and Bass, a declaration that he was entitled to the goods comprised in his bill of sale; an injunction to restrain both Barber and Bass from parting with those goods; an order that they jointly and severally should pay to Blaiberg the balance of the debt due to him, after deducting the value of the goods; an order, in the alternative, that Bass should pay to Blaiberg the amount remaining due on his mortgage, with interest and costs; an order, in any case, that Bass should pay to Blaiberg all costs, &c., incidental to the seizure by him of the goods, and damages for his fraud and misrepresentation. Bass by his reply insisted that the bill of sale to Barber was executed *bona fide*, and denied the validity of the bill of sale to Blaiberg, asserting that it had been obtained from him by fraud. At the trial Blaiberg abandoned the charges of fraud, and also abandoned the relief asked by the counter-claim against Barber, but insisted on the relief thereby claimed against Bass. The objection was then taken that the counter-claim could not be maintained against Bass alone. Relief could not be granted against a third party. In answer to this it was said that Bass had waived the objection by putting in a reply to the counter-claim. FRY, J., said that the relief claimed by Blaiberg against Bass was not a matter "relating to or connected with the original subject of the cause or matter." The subject of the original cause was Barber's right to have the goods which Blaiberg had seized. The two matters were totally distinct, and ought to be made the subject of distinct litigation. The other parts of the counter-claim having been abandoned, it must be dismissed, with costs.—SOLICITORS, *P. Vernede; Moresby-White & Co.; John Hopkins.*

SETTLEMENT—POWER OF SALE—DETERMINATION.—In a case of *Cotton's Trustees to the School Board for London*, before FRY, J., on the 11th inst., the question arose whether a power of sale, given by a testator to the trustees of an estate which he had settled by his will, had come to an end by reason of the estate having, under the provisions of the will, become absolutely vested in persons who were *sui juris*. The testator devised the estate to the trustees in fee, upon trust to raise by way of mortgage a sum of £30,000, which they were to hold on certain trusts, and, subject thereto, that the trustees should, for so long as they should think fit, during a period commencing at his decease, and ending at the expiration of a term of twenty-one years from the decease of the last survivor of the several persons named in his will, manage the estate in whatever manner they should deem expedient, they exercising, as regarded such management, all and every or any of the powers and discretions thereinafter given to them, in conformity nevertheless with the express restrictions and qualifications thereinafter contained. And, subject thereto, the testator declared that his trustees should stand seised of the estate in trust for his wife for her life, with remainder in trust for his children in certain shares. The testator then, after stating that the estate consisted in part of building sites and land adapted for building, and in other part of incomplete buildings and works, and that it was his wish that such sites and land should be built upon, laid out for building, and otherwise improved, and that such incomplete buildings and works should be completed as expeditiously as circumstances would reasonably admit of, proceeded to give to his trustees various express powers for the management of the estate, such as a power to grant leases, a power to purchase and to sell building materials, and a power to raise money by mortgage. And, finally, he gave the trustees power, at any time during the period before mentioned, to sell the estate or any part thereof. The testator died in 1866, and in 1881, after the death of the wife, the trustees, professing to exercise the power of sale, entered into an agreement to sell part of the estate. The beneficial interests under the will had become absolutely vested in persons who were *sui juris*, and the purchasers objected that, this being so, the power of sale had come to an end, and that a good title could not be made without the concurrence of the beneficiaries. FRY, J., held that the power was still subsisting. He said that it was a question of the intention of the settlor, and if it was his intention that such a power of sale should exist after the estate had become absolutely vested in persons *sui juris*, there was no reason why it should not be exercised during the period fixed, provided that the period did not (as it did not in the present case) exceed the legal limit. Of this rule the case of *Lantsbery* v. *Collier* (2 K. & J. 709), and the recent case of *Peters* v. *The Lewes and East Grinstead Railway Company* (29 W. R. 874, L. R. 18 Ch. D. 429), were illustrations. It was clearly the intention of the testator in the present case that the power should continue in any event until the end of the period which he named. Of course, the persons absolutely entitled might now, if they chose, at any time put an end to the trusts altogether, but it was not alleged that they had done so.—SOLICITORS, *Prideaux & Son; Gedge, Kirby, & Co.*

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR HAZLITT, acting as Chief Judge.)

Feb. 10.—*Ex parte Shubrook, Re Mannheimer.*

It is contrary to the practice of the court to require a creditor resident abroad to give security for the trustee's costs upon an application to admit the creditor's claim against the estate, notwithstanding its partial rejection by the trustee.

This was an application on behalf of Joseph Shubrook, the trustee of the estate and effects of Wolfgang G. Mannheimer, for an order that Heinrich Steinsberg, of Galatz, in Roumania, merchant, might be directed to give security for the said trustee's costs in respect of the application made by him to have his claim admitted against the estate of the debtor, notwithstanding its rejection by the trustee, to the extent of £200, and that, in the meantime, all further proceedings in relation to the said application might be stayed.

F. O. Crump, for the trustee, in support of the application.

Yate Lee, for the creditor, took a preliminary objection, on the ground that the application was wholly without precedent.

Crump.—Although there is no absolute rule which requires a creditor resident abroad to give security, rule 127 shows that the creditor is to bear the cost of making proof of his debt unless the court shall otherwise specially order. That rule can be of no effect whatever if a person resident abroad can tender a proof without paying the costs. The creditor incurs no risk, whereas the trustee may become liable to serious costs. In 1873, Mr. Registrar Murray made an order, *Re Devese*, requiring a foreign creditor, upon an application for the delivery up of bills of exchange, to give security for costs.

Mr. REGISTRAR HAZLITT said that when a creditor received notice that his proof was rejected, it was his business to come to the court and to support the proof, and he must pay the costs of doing so, but the trustee, on the other hand, must bear the costs of opposing the proof. The present application must be refused, with costs.

Solicitors for the trustee, *Crump & Son.*

Solicitors for the creditor, *Bolton, Robbins, & Busk.*

QUEEN'S BENCH DIVISION.

(Sitting *in Banc*, before POLLOCK, B., and MANISTY and STEPHEN, JJ.)

February 21.—*Re Symons.**

This was a rule calling upon Mr. Symons to show cause why a writ of attachment should not issue against him for contempt of court, in having acted as a duly qualified solicitor, by having sued out a writ in the High Court in an action.

It appeared that Symons, now in business at Barnstaple as an accountant, was formerly, for twenty years, clerk to a firm of solicitors. Since he has been an accountant he wrote to a person named Vicary and demanded payment of a sum of money due to one Docking. The letter concluded with a request that Vicary would not say anything about having received the letter from Symons. A few days after the receipt of the above letter, a writ, purporting to be issued by C. Smale, a solicitor, but which was not signed in accordance with ord. 5, r. 7, was served upon Vicary, the address for service on the writ being Symon's offices in Barnstaple. At the time of the issuing of the writ Smale was in London, but Symons telegraphed to him saying that he had issued the writ in his (Smale's) name, and asking him to telegraph back that he confirmed what had been done. Smale did so. On being served with the writ Vicary took it to his solicitor, who, seeing that it was unsigned, investigated the matter, and wrote to Smale to ask whether the writ was issued by his authority. Then Smale denied that he had authorized Symons to issue the writ. Smale's explanation was that in a former matter a Mr. Bencraft, a solicitor, acted for him, and that Symons was then Bencraft's clerk, and that when he received Symons' telegram, he thought that Symons was still with Bencraft, and that Bencraft was again acting for him.

H. D. Greene showed cause.—Symons never acted as solicitor. In his affidavit he says that he told Smale that Docking would require a writ to be issued against Vicary, and asked if he should issue it in his name, and that Smale assented. Symons then issued the writ, and forwarded a copy, together

* Reported by W. Blew, Esq., Barrister-at-Law.

with the papers, to Smale in London, and asked by telegram for confirmation of what he had done. [STEPHEN, J.—Why, if he was acting with Smale's authority, did he telegraph for more authority? It looks as though he were conscious of doing wrong.]

Murray, in support of the rule.—The Incorporated Law Society have felt themselves compelled to take up this case, in order to check, if possible, the growing practice on the part of unqualified persons of acting as qualified solicitors. These offenders are generally people with some legal knowledge, for Symons advertises that he draws wills, agreements, notices, and obtains probate. Symons knew he was acting illegally, or why did he tell Vicary not to say anything about the letter threatening proceedings on default of payment, and why did he telegraph for authority after the issue of the writ?

POLLOCK, B.—I only hope that, in any expression of opinion to which I may give utterance, I shall not be understood to imply that I am disposed to tolerate such conduct as that of which Symons has been guilty. But before dealing with his conduct in particular, I think it right to say that there has been great irregularity on the part of Mr. Smale. I forbear making any further remarks about him, because Mr. Smale is not the person whose conduct is impeached. With regard to Symons I can have no doubt as to what was his position in this case. He was a person who came forward officiously in the matter in the guise of a clerk as it were. Having previously acted for Bencraft as clerk, he put himself forward as a person to issue the writ, but I have little doubt he never did intend to put himself forward as a practising solicitor. I think he acted as a tool, to get business with the intention to promote litigation in order to get payment for whatever he did. I think, that this distinguishes this case from *Hunt's case* (25 SOLICITORS' JOURNAL, 722). I think this application has been very properly made by the Incorporated Law Society, but, looking at the facts, the decision we have come to is that the rule must be discharged upon the terms of Symons paying all costs.

MANISTY, J.—I am of the same opinion.

STEPHEN, J.—I am also of the same opinion. It appears to me upon the affidavits that it does not admit of a doubt for one instant that Symons knew he was doing wrong. No man could have issued that writ and omitted to sign it who had the right to sign it. Then, as to the telegram, a man acting in a proper way does not ask for that kind of confirmation. The real truth is that Symons was acting as Smale's jackal, to get business and promote litigation. It is not creditable to Smale, and clearly discreditable to Symons; but as all the acts of the parties are confined to this case I agree that the rule must be discharged, and Symons let off with paying the costs. Should he offend again the consequences will be more serious.

Rule discharged.

Solicitor, *Williamson*.

THE RAILWAY COMMISSION.*

Aug. 3, 4, 5, 6, 19.—*The City of Dublin Steam Packet Company* v. *The London and North-Western Railway Company.*

Through passenger rates—Steamboat traffic—Undue preference—Railway and Canal Traffic Act, 1854, s. 2 (17 & 18 Vict. c. 31)—Regulation of Railways Act, 1873, s. 11 (36 & 37 Vict. c. 48)—Regulation of Railways Act, 1868, s. 16 (31 & 32 Vict. c. 119).

Steamers were provided and worked for the conveyance of mails and passengers between Holyhead and Kingstown by D. Steamboat Company, under statutory powers and agreements obtained and made between that company and N. W. Railway Company. It was agreed that the charges for the conveyance of passenger traffic by such route (called the mail route) between Kingstown and London, &c., should be fixed as regards the through rates by N. W. Railway Company. The N. W. Railway Company subsequently established a service of steamers for passengers between Holyhead and the North Wall in Dublin (called the North Wall route). The effect of the statutory agreement between the two companies was to give N. W. Railway Company a complete control over the fares of both routes, as if they were sole owners of both, and therefore the provisions of the Railway and Canal Traffic Act, 1854 (which were made expressly applicable to both those lines of steamers), applied to both routes. The N. W. Railway Company's service of steamers was almost on a level with the mail service in point of speed and accommodation, and its fares were much lower, the first and second class passengers who were charged 60s. and 45s. respectively between Euston and Dublin, by the mail route, being only charged 47s. 6d. and 36s. 6d. by the North Wall route, being a difference of 12s. 6d. and 8s. 6d. respectively. The services over the distance between Holyhead and Dublin were substantially the same; the mileages (adding the railway from Kingstown to Dublin) were nearly equal; the accommodation by the North Wall route was practically as good as that by the mail, and the vessels of the two companies were worked at about the same cost. The mail through fares were divided by mileage, and the N. W. Railway Company received for their land portion of the through service 46s. 10d. out of the first-class fare, and 35s. 3d. out of the second-class, their North Wall fares (railway and steamboat combined) being 47s. 6d. first class and 36s. 6d. second class. In both cases they carried the passengers the same distance by railway, but the passengers to and from North Wall travelled in addition by the railway companies' steamboat. Their boat fare was 8s. first or second class, and they received, therefore, in respect of the North Wall passengers 39s. 6d. first class, and 28s. 6d. second class, for railway fare from London to Holyhead, as against 46s. 10d. and 35s. 3d. for the same railway journey, with only the difference in the class of train, in respect of the mail route passenger.

Held, that the amounts by which the fares by the mail route were thus more than those by North Wall route (whether in regard to the fares charged for the entire service to Dublin or the portions due to the land journey only) were excessive and an undue prejudice to the traffic by the former route, and that the circumstances did not justify an excess in the total fares to Dublin by the mail route of more than, at the outside, ten per cent.

An application by the D. Steam Packet Company for through rates for passengers between Kingstown and London, *viâ* the company's steamers and N. W. Company's trains was refused on the ground that the D. Steam Packet Company had agreed (under statutory powers) that the charges for the conveyance of passengers' traffic between London and Kingstown were to be fixed from time to time, as regards the through rates, by the railway company.

Semble, that a company or persons using or working steam vessels for the purpose of carring on a communication between any towns or ports are entitled to apply for through rates under section 11 of the Regulation of Railways Act, 1873.

A railway company are not under any obligation to issue a through ticket for any train not forming part of a through service.

Upon complaint by the D. Steam Packet Company that the N. W. Railway Company had not complied with section 16 of the Regulations of Railways Act, 1868, which enacts (*inter alia*) that "where an aggregate sum is charged by the company for conveyance of a passenger by a steam vessel and on the railway, the ticket shall have the amount of toll charged for conveyance by the steam vessel distinguished from the amount charged for conveyance on the railway," it was admitted by N. W. Railway Company to be so, but as the D. Steam Packet Company did not show that such non-compliance had caused any damage to themselves, the Commissioners made no order.

This was an application by the City of Dublin Steam Packet Company, under section 11 of the Regulation of Railways Act, 1873, for through rates for passengers between Kingstown and Euston Station *viâ* the company's steamers and the London and North-Western Railway Company's trains, and under section 2 of the Railway and Canal Traffic Act, 1854, for an injunction to enjoin the North-Western Company not to subject the applicants to any undue disadvantage or prejudice.

The facts are fully stated in the judgment.

Benjamin, Q.C., and *P. Stephen*, appeared for the applicants.

Webster, Q.C., and *Ernest Moon*, for the respondents.

The COMMISSIONERS delivered the following judgment:—

An Act entitled "Improved Postal and Passenger Communication between England and Ireland Act, 1855." authorized the London and North-Western Company, the Chester and Holyhead Railway Company, and the City of Dublin Steam Packet Company, conditionally upon an arrangement being made between them and the Postmaster-General with respect to the conveyance of mails in their steamboats, to provide and employ steamboats for the conveyance of mails and passengers between Holyhead and Kingstown, and section 8 of this Act extended to the steamboats to be so provided, and to the passengers and parcels carried therein, the provisions, so far as applicable, of the Railway Traffic Act, 1854. A new Irish postal service between London and Kingstown to be accomplished each way within eleven hours as a maximum, having been agreed upon between the companies and the Post Office, the railway companies undertaking the land portion by special mail trains, and the Steam Packet Company the sea portion (between Holyhead and Kingstown) by special steam vessels of a prescribed number, size, and power, a sub-contract of the companies *inter se* was made on January 3, 1859, which, as varied by a later agreement of November 29, 1860, provides that the charges for the conveyance of passenger traffic are to be fixed from time to time as regards the through rates by the railway companies, as regards the sea service by the three companies, and as regards the land service by the London and North-Western and Chester and Holyhead Companies respectively, and that the receipts from through rates are to be apportioned on the mileage principle, divides the total time of eleven hours in the proportion of six hours and forty minutes to the railway companies for the land service, three hours and forty-five minutes to the Dublin Steamship Company for the sea service, and thirty-five minutes for the transfer at Holyhead, and reserves to the North-Western and Chester Railway Companies full right to run boats of their own or on their own account, as and when they may think necessary, for the convenience of the public and the proper development of traffic between England and Ireland, with a proviso that if they should thereby cause the receipts of the Dublin Company to fall below £35,000 per annum they should make good the deficiency. The North-Western Company, with which the Chester and Holyhead Company is now amalgamated, are also authorized by 11 & 12 Vict. c. 60, 24 & 25 Vict. c. 123, and 33 & 34 Vict. c. 118, to carry on steam communication between Holyhead and Dublin, including Kingstown, in connection with their railway, and in and upon their steamboats to carry passengers, cattle, and goods of every description. They have run no steamboats between Holyhead and Kingstown since November, 1861, but they work steamboats regularly between Holyhead and North Wall, Dublin, and it is with the use they make of these steamboats as a competitive passenger line with the mail-boats, that the complaints of the Dublin Steam Packet Company are chiefly connected. The through passenger rates by the Irish mail route are regulated, as provided by the sub-contract, by the North-Western Company solely, and these rates are so much higher than the rates the North-Western Company charge to passengers travelling by their own North Wall route, that they subject, as the applicants allege, the mail vessels to an undue prejudice contrary to the Traffic Act, and the Dublin Company also apply to us to grant through rates by the Irish mail route, the same in amount as the rates in operation on the North Wall route.

We will deal with the second point first. The Regulation of Railways Act, 1873, has under certain circumstances authorized us to grant through rates, and on the 24th of June last the Dublin Company gave the North-Western Company a written notice, conformably to the provisions of section 11 of that Act, requiring passenger traffic to be forwarded at the same through rates as the North-Western Company were charging by the North Wall route. The reply of the North-Western Company was a refusal, and the Dublin Company now ask for, amongst other things, an order granting the through rates they proposed in their notice of last June. To this, the respondents take two objections. They say, first, that the Dublin Company are not entitled to apply for through rates, because the Regulation of Railways Act, 1873, s. 11, confers such a power on railway or canal companies only; and, secondly, that even if a steam packet company could under any circumstances apply for a through rate, the Dublin Company are not entitled to do so, because they

* Reported by W. H. MACNAMARA, Esq., Barrister-at-Law.

have agreed by the sub-contract of January, 1859, that the charges for the conveyance of passenger traffic between London and Kingstown are to be fixed from time to time, as regards the through rates, by the railway companies. As to the first of these objections it is true that the Traffic Act, 1854, and the amendment of the 2nd section of that Act by section 11 of the Regulation of Railways Act, 1873, do not deal directly with steamboat companies as carriers by sea, and that the special classes of public companies to which they have reference are railway or canal companies. But the 11th section of the Act of 1873 ends with the following clause: "Where a railway company, or canal company, use, maintain, or work, or are party to an arrangement for using, maintaining, or working steam vessels, for the purpose of carrying on a communication between any towns or ports, the provisions of this section shall extend to such steam vessels and to the traffic carried thereby." The terms of this clause do not make it necessary that the steam vessels shall be used or worked by a railway company; they may be used or worked by others. The arrangement in the present case for the performance of the sea service by the Dublin Company is clearly an arrangement within the clause, and the provisions of section 11 extend therefore to the mail boats and to the traffic carried thereby, and it is argued with considerable force that they are thus necessarily extended to the company or persons using or working the boats, so as to give them the rights of a railway company under that section, including that of compelling through traffic facilities to be given. The steamboat company, it is urged, is under the liabilities and obligations of this section as regards the forwarding of through traffic at through rates at the request of any railway company, and notice would have to be sent to it, and its objections, if any, entertained, the same as if it was a railway company. And if the section must be read as applying to a steamboat company to impose liabilities, it cannot consistently, it is said, be otherwise read when it is a question of right or privilege, and we were pressed with the argument that a steamboat having to be treated as if was a railway, and the traffic on board as if it was railway traffic, and the steamboat owners, as regards duties imposed, as if they were a railway company, it follows that a company using the steam vessels and forwarding the traffic is fully, and for all purposes under the section, to be regarded as if it was a railway company. But it is unnecessary for us to determine this question, because the provision in the sub-contract that through rates shall be fixed by the railway company presents an insuperable difficulty to our entertaining the application, under present circumstances, so far as it relates to through rates. The contention on the part of the Dublin Company is that the North-Western Company have availed themselves of this power, not *bonâ fide* for the purpose for which it was conferred upon them, the benefit of both the companies, but in order to enable thamselves more effectually to compete with the mail route; and if such a misuse of the power had been made out, it would possibly have justified us in disregarding the provision, at least for the present purpose. But we do not think that this case has been established. The Irish mail rates have varied very little. Soon after the new postal service commenced in 1860, the first-class fare 62s. 6d., and the second-class 45s. 6d.; and except in September, 1877, when they were reduced to their present amount of 60s. and 45s., there has been no revision of them. The rates *via* North Wall have varied as little; they were 46s. first class, and 35s. 6d. second class in 1869, were each advanced 1s. in 1873, and are now, and have been since 1877, 47s. 6d. and 36s. 6d. They were meant to be uniform with the rates charged by the Dublin Company for passages by their Dublin to Liverpool vessels, and the North-Western Company desired to afford to that portion of the public who could not pay the express fares of the Irish mail an alternative route *via* Holyhead, to and from London, Manchester, &c., on the same terms as the Dublin Company were charging, *via* Liverpool, in connection with the Midland and other railway companies at Liverpool. The service they provided for that purpose was of a character which made it competitive with the Dublin Company's vessels to and from Liverpool, without being so with their mail packets, and so long as it maintained that character the Dublin Company did not complain of its lower fares. It was cheaper, but it did not divert traffic from the mail route because it was not so expeditious, and because the passengers by it travelled in vessels which carried cattle as well. But the service has been gradually improved until it has become almost as good as the Kingstown mail service. The steamers of the railway company sail twice a day each way, are express boats as to speed, and carry no cattle; the trains also in connection with them are nearly as fast as the mail trains, and North Wall passengers may, if they like, travel from Holyhead by the Irish day mail train for an extra payment of 5s. 2d. and 3s. 6d., being the difference between the express and ordinary fares as far as to Chester, the fares on from Chester to London being the same for that train as for all ordinary trains. This express passenger service, *via* Holyhead and North Wall, Dublin, began in 1876 as a day service; the night service was not added till the middle of 1880. Both were regarded by the Dublin Company as run in opposition to the mail packets; that in the day because, except from Holyhead and Kingstown, they had no day service of their own, none at least to Liverpool; that in the night because it was timed to leave North Wall, Dublin, for Holyhead at 7.30 p.m., the mail time from Kingstown to Holyhead being 7.20 p.m. (now 7.15 p.m.), and the Dublin Company, finding the number of passengers by the mail packet falling off, applied in 1876 and again in 1877 to the North-Western Company to counteract the effect of the competition by lowering the mail fares and equalizing them or nearly so, with the North Wall fares. The North-Western Company made some alterations in 1877, but the difference between the mail and the North Wall fares was only slightly lessened, and there was still a difference in favour of North Wall of 12s. 6d. first class, and 8s. 6d. second class. The Dublin Company, therefore, continued to complain of their being undersold, and to urge a reduction of the mail fares. But in 1880 the North-Western Company finally declined to comply with their request, stating that having regard to the quicker service by the mail boats and the low rates charged by the Dublin Company between Dublin and Liverpool, they considered the differential fares to be reasonable and fair. Now it cannot be held that it is not consistent with the sub-contract that the railway company should develop any route by sea, liable to be used by passengers in preference to the mail boats, because it is expressly provided by that contract that they may run boats of their own or on their own account, as and when they may think necessary, and whether the grounds they give why the mail fares should not be reduced notwithstanding the lower fares at which their own boats convey passengers, do or do not justify the difference maintained, we cannot find, even if clause 8 or so much of it as relates to the fixing of through rates could be expunged without vitiating the whole contract, that they have exercised their control over the mail fares in a manner so unreasonable as to be tantamount to releasing the Dublin Company from their engagements, and qualifying them to require traffic to be forwarded at through rates of their own proposing. We must, therefore, refuse to allow these through rates.

The complaint of undue prejudice remains to be considered. It has been already mentioned that by section 8 of the Improved Postal and Passenger Communication between England and Ireland Act, 1855 (which Act authorized the railway companies to contract and agree with the City of Dublin Steam Packet Company to provide steamboats for the conveyance of mails and passengers between Holyhead and Kingstown, and gave the aforesaid companies power to make contracts and agreements with each other in reference to the conveyance of traffic in such steamboats, and with the Post Office in reference to the conveyance of mails in them) the provisions of the Railway Traffic Act, 1854, so far as the same are applicable, are extended to the steamboats to be provided under the provisions of the special Act, and that by the sub-contract of 1859 the charges for the conveyance of passenger traffic by the postal route between Kingstown and London, &c., are to be fixed from time to time as regards the through rates by the North-Western Company. The Railway Traffic Act is also by 24 & 25 Vict. c. 123, and the Continuation Act (33 & 34 Vict. c. 118), extended and applied to the steamers between Holyhead and Dublin worked by the North-Western Company under those and other special Acts. The effect of the provision in the sub-contract is to give to the North-Western Company, so far as fares are concerned, as complete control over both routes as if they were sole owners of both, and under these circumstances the provisions of the Traffic Act (which are made expressly applicable to both these steamers) apply to both routes precisely as if they formed part of a single system, and any inequality of terms which would constitute an undue preference in the one case would equally do so in the other.

The special mail service comprises two journeys each way daily (two sailings and two trains in connection each way), the mail steamers leaving Kingstown for the up journey at 7 a.m. and 7.15 p.m., and the mail trains leaving Euston for the down journey at 7.15 a.m. and 8.25 p.m. Only first and second class passengers are carried through, and the first-class fare is 60s. (including 1s. 6d. railway fare from Kingstown to Westland-row, Dublin), and the second-class 45s. (including 1s. railway fare from Kingstown to Dublin). When the postal contract was entered into in January, 1859, the gross receipts from the passenger sea traffic between Kingstown and Holyhead were computed at £35,000 per annum, and as it was expected that they would increase after the commencement of the new service, it was provided by the 16th article of the postal contract that half of any increase should be deducted from the annual subsidy of £85,900 to be paid to the Dublin Company for the sea service to be performed by them under the contract. A table of the total annual receipts of the Dublin Company from passengers by the mail packets *via* Kingstown from 1860, put in by the applicants, shows that the receipts increased from £37,630 in 1861 to £49,804 in 1872, £50,000 in 1873, £50,064 in 1874, and £50,582 in 1875, and that in the years since 1875 they have successively decreased, falling in 1876 to £47,573, in 1877 to £41,537, 1878 to £38,083, 1879 to £35,714, and in 1880 to £33,162. Meanwhile the receipts of the North-Western Company from the sea journey between Holyhead and North Wall, Dublin, have been steadily increasing. Before 1876 there were no North Wall boats not carrying goods and live stock as well as passengers and parcels. But in this year the railway company put on boats for passengers exclusively, and a train packet service for passengers not conveying cattle is now established, which leaves North Wall for Euston *via* Holyhead at 9.30 a.m. and 7.30 p.m., and Euston for North Wall at 9 a.m. and 6.30 p.m., the comparative times occupied by the journeys as between the same points (London and Dublin) being 12 hours and 55 minutes North Wall route, and 11 hours and 30 minutes mail route. The effect of the improvements in the North Wall route has been to bring a large accession of traffic to benefit by them, and the gross earnings of the Holyhead and North Wall boats in respect of first and second class passengers have increased from £8,407 in 1875 to £20,327 in 1880, and in respect of parcels from £5,995 in 1875 to £10,123 in 1880, the period 1875 to 1880 being that in which the receipts from first and second class passengers by the mail packets *vid* Kingstown have decreased from £50,582 to £33,162. The North Wall service is now almost on a level with the mail service in point of speed and accommodation, and in one particular it has a great advantage over it, and that is that its fares are much lower, the first and second class passengers who are charged 60s. and 45s. respectively by the mail route being only charged 47s. 6d. and 36s. 6d. by the North Wall route. No objection can be made to the North-Western Company fixing the fares by its North Wall route in any manner it thinks best, but their amount is a criterion of the reasonableness of the fares the same company fix for the other route, and a difference without good cause or one disproportionately large, would in the circumstances of this case subject the traffic by the dearer route to an undue disadvantage in contravention of the Act. Now the less time that is occupied between London and Dublin by the Irish mail than by the other service is nearly one hour and a half, of which nearly one hour is time gained on the land portion of the route between London and Holyhead, the mail trains doing the journey under six hours and forty-five minutes, and the express North Wall trains in a little over seven hours and thirty minutes. The mail trains run for the express purpose of carrying the Irish mail, and the

weight of each train, the number of carriages of which it is composed, and the stoppages it makes, are only allowed to be such as will not interfere with its being punctual, and being able to accomplish the journey in the allotted space of time. In these respects it differs from the trains carrying Irish traffic *via* North Wall, which are not limited to that one purpose, but serve other objects besides, and which working in connection with other trains which meet them at junctions along the line, are necessarily slower trains, and less to be depended upon for punctuality. Charges may not unreasonably be different in the case of trains run under such different conditions; not perhaps because the railway company could not profitably carry a mail train passenger at the same rate as a passenger using their other trains, for the postal subsidy which the company receive and which pays them at the rate of about one shilling a train mile, reimburses the company any special expenses incident to the mail trains, as trains by contract, but because the service is special in the speed and punctuality with which it is performed, and in order to keep so is limited in a way that other trains are not in its power of adapting itself to traffic fluctuating in its requirements, and of increasing the amount of accommodation it can afford. But the difference that is made is the difference between 60s. and 47s. 6d. first class, and 45s. and 36s. 6d. second class, or 12s. 6d. and 8s. 6d. respectively; and of this the part that is properly attributable to the distance between Holyhead and Dublin is small. The services over that distance are substantially the same; the mileages (adding the railway from Kingstown to Dublin to the mail route) are nearly equal; the accommodation by the North Wall steamers is practically as good as that by the mail, and the vessels of the two companies appear to be worked at about the same cost, such difference as there is telling against and not in favour of the North Wall route. The mail through fares are divided by mileage, and the North-Western Company receive for their land portion of the through service 46s. 10d. out of the first-class fare and 35s. 3d. out of the second, their North Wall fares (railway and steamboat combined) being 47s. 6d. first class and 36s. 6d. second class. In both cases they carry the passengers the same distance by railway, but the passengers to and from North Wall travel in addition by the railway company's steamboat. Their boat fare is 8s. first or second class, and they receive, therefore, in respect of the North Wall passengers, 39s. 6d. first class and 28s. 6d. second class for railway fare from London to Holyhead, as against 46s. 10d. and 35s. 3d. for the same railway journey, with only the difference in the class of train, in respect of the mail route passenger. The amounts by which the fares by the mail are thus more than those by North Wall, whether in regard to the fares charged for the entire service to Dublin or the portions due to the land journey only, are, in our opinion, excessive, and an undue prejudice to the traffic by the former route, and we must grant an injunction against this continuing. We do not say that there ought to be no difference between the two sets of fares; but we cannot find anything in the circumstances to justify an excess in the total fares to Dublin by the mail of more than, at the outside, the ten per cent. suggested by Mr. Watson in his letter of the 19th of May, 1877, as a reasonabl edifference. We do not see any ground for holding that any excess confined within those limits would be undue or unreasonable so long as the existing difference in the quality of the two services is maintained.

The application includes complaints on one or two minor points. It is admitted that the North-Western Company's North Wall tickets do not show on their face how much of the total fare is for the railway and how much for the boat, and that section 16 of the Regulation of Railways Act, 1868, requires such a separation of the fare to be made. But the Dublin Company did not show any damage to themselves under this head. Another point is that passengers by any ordinary train requiring to book through *via* Kingstown are charged the full rates by the mail route, and the railway company admit that they have no other than those rates at which they book through *via* Kingstown. But the railway company are not under any obligation to issue a through ticket for any train not forming part of the through service, and if such a ticket is given to a passenger by any ordinary train, it must be taken to have been issued to him solely for his own convenience. Any passenger desiring to cross *via* Kingstown has it in his power to travel at local fares, the sum of which, if he travels by an ordinary train, is somewhat less than the amount of the through mail fare, and if he does not choose to avail himself of the power he has only himself to blame.

On the question of costs we think these proceedings must be treated as separable; the application for through rates is quite distinct from the complaint of a violation of the Traffic Act, and we think that the two applications ought to be treated as having been separately made. We therefore dismiss so much of the application as seeks for the allowance of through rates with costs, and we direct the respondents to pay the costs of so much of the application as complains of an undue prejudice to the traffic by the mail route; the two sets of costs to be taxed separately, and the one set off against the other, and the respondents are to pay or receive the balance accordingly.

The COMMISSIONERS subsequently ordered that the injunction should not issue until the 1st of October.

Solicitors for the applicants, *Carlisle & Ordell*, for *H. S. Watson*, Dublin.
Solicitor for the respondents, *R. F. Roberts*.

At a dinner of the Fishmongers' Company last week, Vice-Chancellor Bacon remarked, with regard to the recent discussion on the Long Vacation, "that her Majesty's judges should not be called upon to work more than three-quarters of the year, for they could not work longer safely to themselves and usefully to the public."

SOCIETIES.

INCORPORATED LAW SOCIETY.

A special general meeting of this society was held at the Law Institution on Wednesday last for the purpose of considering the report of the committee which was appointed in November last to deal with the report of the Legal Procedure Committee. A copy of the committee's report has already appeared in our columns. Mr. CHARLES CLARIDGE DRUCE, president of the society, occupied the chair, and there was a large attendance of members of the council, together with about 230 members of the society.

The PRESIDENT, in opening the proceedings, reminded the meeting that at the meetings held on the 4th and 11th of November last, the recommendations contained in the report of the Legal Procedure Committee were laid before the council and considered, and it was decided at the special general meeting, on the 18th of the same month, that the subject should be submitted to a committee of the members. That committee had, after three months of continuous labour, produced what was perhaps one of the most admirable reports he had ever had occasion to read. It was not for him, as one of the members of the society, to unduly press that point, and it would be sufficient for his purpose if he referred to an article which appeared in that day's *Times*, which would save him making many remarks with which he would otherwise have had to trouble the meeting. Oddly enough, on the day on which the last general meeting had been held, the *Times* had announced that the Rule Committee of the Judges were then meeting, and therefore time pressed; and oddly enough the council had received a letter from the Lord Chancellor's secretary two days before the present meeting, stating that the Rule Committee of the Judges were to hold another meeting on that day, and again, therefore, time pressed in the matter. He would very shortly take an outline of the report of the committee of the society. The first heading related to a much-vexed question, on which undoubtedly opinions had differed; but he hoped that in the consideration of such a large measure each and every member would be prepared to sacrifice, as far as necessary, his individual crotchets. He was quite prepared to do so in his own case. The committee had come to the conclusion that pleadings were essential to define the real points at issue, and that the system of pleadings prescribed by the Judicature Act and Rules should be substantially adhered to. The Lord Chancellor's committee, they would remember, had proposed to dispense with pleadings unless a judge, on application being made to him, should hold them to be necessary. The committee of the society had approached the subject with a desire to see all unnecessary pleadings abolished. It would be observed that a very small minority approved of the suggestion of the Legal Procedure Committee with reference to pleadings. They had all agreed to cut off redundant matter, but that in many cases the pleadings ought to remain, and they thought that the expense of an application to the judge would be balanced by the saving that would be otherwise effected. The next point was the jurisdiction of masters, and the committee suggested "that every action should be assigned to a particular master's list, and that work in chambers should be so re-arranged as to provide for designating masters to whom actions should be assigned, and for such masters sitting daily in chambers to hear applications in respect of the matters so assigned to them." Among matters of detail dealt with, they thought the practice of payment into court unnecessarily inconvenient and troublesome in some cases, and that for all sums formally paid into court by the defendant, the receipt of the plaintiff's solicitor should be sufficient. In respect to summons for direction, the committee of the society did not concur in the recommendations of the report; they thought "that the existing practice of requiring a separate summons for each separate matter should not be compulsory, and upon any summons by either party it should be competent for the judge or master to make any order which may seem just, at the instance of either party, in relation to the subject-matter of the summons." In reference to discovery the committee thought "that it is desirable that each party to an action should be entitled, as of right, to deliver interrogatories to, and have the discovery of documents from, the other party, subject, in the case of interrogatories, to an application to a master to strike out questions on the same grounds as at present; but that in order to check any abuse of such a rule, and unnecessary expense, the following course should be adopted:—Either party should be at liberty, after statement of defence, to administer interrogatories, and also without any summons and order for discovery, either party should be bound, if so required by the other party within ten days after statement of defence, to deliver an affidavit of documents; but such discovery should be limited to such points relating to the matters in question in the action as should by notice be required." And "that the costs consequent on interrogatories, and of discovery, unless otherwise ordered, should be borne in the first instance by the party asking for discovery, and should be paid by him to the other party, unless payment into court be directed; and such costs should be allowed as costs in the cause where, and where only, such discovery and interrogatories should appear to have been reasonably asked for." The party requiring the discovery would have thus to pay for it in the first instance, and he would have the expense allowed him in the costs, unless it was otherwise ordered. With respect to notice to admit specific facts the committee agreed with the Lord Chancellor's committee. With regard to appeals from chambers he had some difficulty in contrasting the one report with the other, because the committee of the society thought the sittings *in Banc* should be abolished, and that, as in chancery, one judge should be permitted to settle and dispose of it. Subject to that there was no material difference. With regard to the question of judgment debtors' summonses it was the opinion of the committee that "the jurisdiction of the judge at chambers should be transferred to the Court of Bankruptcy," leaving out the word "London," which was in the recommendation of the Lord Chan-

cellor's committee; and "that a uniform procedure in all courts should be adopted as to judgment summonses, casting the *onus* of proof of want of means on the judgment debtor." Since the report was issued there had been a very interesting case recently before the courts, which they had seen decided in two or three ways. It was an action against a gentleman for hay or corn provided for his horses. He had made an affidavit that he was unable to pay, and against that the plaintiff said he lived in a good house and so forth, and thereupon he was committed to prison. Afterwards he had filed an affidavit denying the hunting, or that he had means and so forth, and had been let out. If the *onus* of proving his means were cast upon the defendant at starting, he would make an affidavit in so many words, and thereupon he might be relieved from committal. He (the president) had a strong opinion that, unless the defendant were required to answer affidavits or to be cross-examined, this would not work. Although that was his (the president's) crotchet, he was quite willing to throw it overboard. As to the mode of trial, the committee concurred "that the ordinary mode of trial should be by a judge without a jury." They recommended, "Whilst approving of the suggestion that the ordinary mode of trial should be by a judge without a jury, after issue joined, application should be made to a judge in chambers to settle the issues of law and fact, and for directions as to the mode of trial, or other disposal of the action; and that the action should be tried or disposed of in the manner so directed: Provided that in the following cases the right of either party to a trial by jury shall be absolute—libel, slander, seduction, false imprisonment, malicious prosecution, breach of promise of marriage, and assault. Either party to be at liberty to appeal against any order made on such application." With reference to shorthand writers' notes, "Whilst approving of an accurate shorthand note being taken of the proceedings at the trial of actions, this committee is of opinion that it is undesirable to appoint officials for that purpose, but that it is expedient that a body of shorthand writers should be constituted who should possess a recognized *status* in the courts of justice. The master to allow the cost of the note, but that of the transcript, and copies of such transcript, to be in his discretion." Then, as to cause lists, they recommend "that the list of causes to be tried should be divided into special juries, common juries, and causes without a jury, and that separate courts should sit for each class of cases." As to official referees, the committee is of opinion "that the general scheme of appointing official referees as contained in the Judicature Acts is a valuable one, and that such appointments should be continued, and with such additions, to the number and alterations in the powers and duties of the referees as may be necessary to entitle that tribunal to the confidence of the public and the profession." Also, "that official referees (whose number should be increased as occasion may require) should have the same power as a judge to deal with the whole cause, subject to appeal. The jurisdiction of the masters, as arbitrators, to be transferred to such official referees." With respect to motions and new trials, the suggestion of the Lord Chancellor's committee was that applications for a new trial should be by notice of motion, stating the grounds of application to the court, such application to be disposed of on the motion, without any rule *nisi*, and that the same should apply by way of appeal from inferior courts, and that after the trial of any cause before a judge and jury, the judge might, upon application, certify that he was dissatisfied with the verdict, in which case a new trial should take place unless the court should otherwise order. The committee accepted the 15th resolution in its entirety. Being of opinion that no new trial should be allowed except by order of the Court of Appeal, the committee could not agree with the 18th. As to appeals, the Lord Chancellor's report recommended that all appeals from a judge without jury should be to the Court of Appeal; and also where a judge directed a verdict for the plaintiff or defendant. All applications for a new trial in jury causes should go to a court *in banco*. The committee of the society disagreed with the sittings of a court *in banco*, and they were of opinion "that the sittings of the court *in banco* should be abolished, and that all matters, now assigned to that court, should be heard before a single judge." With respect to appeals from arbitrators and official referees the committee thought that "there should be a right of appeal from arbitrators and from official referees to a judge under the following conditions:—In references by agreement such appeal should be on a question of law; in compulsory references the appeal should be on questions either of law or fact; the appeal from a judge should be to the Court of Appeal; that appeals to the Court of Appeal on questions of fact should be by leave only." As to the question of costs, on which naturally a great deal of care and attention was bestowed, it was proposed by the Lord Chancellor's report that when the amount recovered in an action for a mere money demand, or for damages only, is less than £200, the plaintiff's costs shall be taxed on a lower scale, to be fixed by rules and orders, and the same scale shall be applied to the defendant's costs where the plaintiff's claim is under £200. Where the subject-matter of the appeal is less than £200, there shall be no appeal from any final judgment of the judge without leave. Neither party shall be entitled to have such actions tried by special jury. But a judge shall have power, either before or after trial, to order that any or all of these provisions shall not be applicable to any action in which a larger amount is indirectly involved, or to which, for good cause shown, he shall consider that they, or any of them, ought not to apply. Also that there shall be a uniform scale and system of costs in contentious business in all the divisions of the High Court. With that the committee disagreed, and they had recommended "that, having regard to the facilities given for obtaining speedy judgment under order 14 in all monetary actions, and to the fact that in those actions in which such application does not succeed, the defendant shows that he has a substantial defence, and compels the plaintiff to proceed with his action, it is undesirable that a lower scale of costs than that which now exists should be adopted." The committee had also pointed out—and he thought they had justly repudiated with some indignation—the statement, or at any rate the inference which had been cast upon the profession, that actions had been unduly brought in the Court of Chancery in order to get the benefit of the higher scale of costs. The statistics furnished to the committee effectually disproved that inference, because they showed that, whilst only 4,000 writs were issued in the Chancery Division, 70,000 were issued in the other divisions. He thought they were entitled entirely to repudiate the suggestion. He recollected in the early days of the Judicature Act the Master of the Rolls stating that a great many monetary claims were brought in his court, in fact so many that he should have to make a separate list, and therefore the inference was not entirely without foundation. The committee also recommended that the costs to be allowed to the successful litigant, and payable by his opponent, should, in all cases, include such costs as have been reasonably and properly incurred as between solicitor and client on the principle of taxation where a third party has to pay them, and that when a third party is joined to an action under ord. 16, r. 18, and he appears, and is at the trial held to be the party liable, the judge shall have power to direct the payment by him of the costs incurred by the original defendant in the action. Beyond the immediate matters embraced in the report of the Lord Chancellor's committee, it had been proposed by the committee of the society, he thought with very great reason, that the provisions of ord. 14, r. 1, should be extended to actions of ejectment, the wording being that the provisions of ord. 14, r. 1, should be extended to actions for the recovery of land, and also to writs under the Bills of Exchange Act; that rule 3 of the Rules of the Supreme Court of Appeal, 1880, by which the practice under the Summary Procedure on Bills of Exchange Act (18 & 19 Vict. c. 67) is abolished should be annulled, and the practice under that Act should be re-established. And that the number of days in which judgment may be obtained should be reduced from twelve to eight days; ord. 16, r. 10, being made to apply to writs issued under the Summary Procedure on Bills of Exchange Act. These were shortly the heads of the report, and he thought he might again venture to congratulate them that a committee composed of so large a number of their body should have been able to produce so admirable a report. He ought, perhaps, to refer to the Long Vacation. He had not read the part of the report which dealt with it, because it was an excrescence on the original report. As a younger man he always adored the Long Vacation, and the very arduous nature of the business in which he was engaged at that time rendered it absolutely necessary that he should have such a vacation, but he now approached it with a greater degree of calmness. He would put the report before the meeting as one single document. Looking at the position of the Rule Committee of the Judges, he thought the meeting could hardly give the report ample or sufficient discussion in each particular part. He had stated that he himself was willing to forego any doubts he might have as to particular parts of it, and thought he would best discharge his duty to the society by moving, "That the report be received and adopted, and that copies be sent to the Lord Chancellor and to all the judges."

Mr. F. M. RUSSELL seconded the motion.

Mr. TAYLOR, speaking with regard to the question of costs, thought the committee had scarcely sufficiently considered it in relation to the public demands. To say that they were to have no lower scale of costs in the present state of public feeling seemed to him to be decidedly unwise. There was a great demand for cheaper litigation, and the only effect of such a resolution as that to which the committee had come, whereby there was to be no difference at all in the scale of costs in actions for £30 and in actions for larger sums, would be that there would be an enactment that no costs should be recovered in actions for a certain amount, say £50 or more, just as the present enactment applying to debts under £20. If the public feeling was attempted to be got rid of in this way he was sure this would be the result. A large amount of public indignation existed with regard to costs in small matters. With regard to judgment summonses the report really implied an alteration in the law. It was not simply an alteration of practice. Under the present law a defendant was not liable to be committed unless it could be shown that he had had the means of payment since the date of the judgment. That was a positive and express prohibition by law. What was wanted, and he thought wisely, was an express enactment that a defendant should be committed to prison unless he showed that he had not had the means of payment since the date of the judgment. The committee proposed to apply the provisions of order 14 to actions for ejectment, but he had a very decided objection indeed to this. The provisions of that order enabled a person in a case of litigated demand to obtain judgment at once on showing that there was no substantial defence. That was confined to a special class of cases, ordinary debts, and so on. What was the provision in actions of ejectment? That in all actions of ejectment, let the case be what it may, unless the defendant showed that he had a defence, the master should be the judge—the master should decide and give the plaintiff at once the remedy of re-entry. He confessed, for his part, that many cases in which poor men had succeeded after much litigation in obtaining judgment would be at once put an end to by such a proceeding as this. He believed that in cases of contested title that would often be the result. This was an enactment which would apply to all actions of ejectment in which there was no defence in the judgment of the master. There were actions for ejectment by landlords whose rent was in arrear, or where the covenants of leases granted by them were broken. These were under the recent Act cases in which the plaintiff was entitled to a judgment. What had been the cause that the plaintiff had not obtained this judgment? Public opinion. This publicity had prevented many a man who would otherwise have attempted to put it in force from doing so. There was now a provision of the Legislature preventing a man from exercising this power in certain cases. He concluded by moving as an amendment, "That so much of the report of the committee as recommends that the provisions of ord. 14, r. 1, should be extended be not sanctioned by this meeting."

Mr. F. MILLER regretted the observations that had been made on the subject of costs. The subject, although interesting to the profession, was not so interesting to them as the body of the report. They only considered it as a secondary matter, and, in the first instance, desired that nothing should be

left undone for the benefit of the suitor. With regard to the first paragraph of the report, he said that the recommendations with reference to pleadings had not been come to by the unanimous vote of the committee. Further, the council, when they issued their recommendation in November last, came to a different conclusion. They had, therefore, a choice between the determination of the council in November last, or that of the committee laid before them this day. But there might be an alternative course which might meet with the sanction of those present. Pleadings were, as he understood it, for the purpose of ascertaining the issues to be decided between the parties. If the parties were given notice, the use of pleadings would be unnecessary, and their expense might be saved. It appeared to him that in all cases in which application for judgment was made under ord. 14, r. 1, that the parties should ascertain by means of the affidavits used on that application quite sufficient to enable them to go to trial and to decide the question. Pleadings, after all, would have no effect where the master decided the case, and in such case the parties might very well be saved the expense of preparing and filing formal pleadings when they had ascertained by means of the affidavits which are used what the facts in controversy are. He moved that no pleadings should be allowed except by order of the master in cases where application has been made for judgment under order 14, and leave has been given to defend. In the proposed rules it was suggested that the order should be the order of a judge. He did not see why if the master was competent to decide applications for judgment, which he did every day, it was necessary to ask a judge, and only a judge, to decide whether pleadings were necessary or not. That was a point which might as well be left to the master with the other points to decide, subject, of course, to appeal to a judge. If the master thought that pleadings should, in any special cases, be allowed, there would be no greater expense attached to it, because, in the order given for leave to defend, the master could, if he chose, direct that pleadings should be allowed, and thereupon he could proceed in the usual way. This would be a saving of expense in a very great number of actions. A great number were heard under order 14, and in by far the greater number of instances previous applications had been made. But he did not propose to apply it to cases where the parties knew from first to last that there must be a very heavy fight, but in cases where order 14 was suitable, it did seem to him it could be ascertained from the affidavits, and that pleadings were unnecessary. He was quite sure the bulk of the profession did not desire that the costs of proceedings should be increased, but, on the other hand, they did desire that what they did in preparing an action for trial should be properly remunerated.

Mr. HAYWARD seconded.

The amendment, having been put to the meeting, was negatived.

Mr. MOORE remarked that under ord. 14, r. 1, the plaintiff had a summary remedy where there was a *bona fide* defence; but in some cases—as, for instance, a dissolution of partnership—the plaintiff had no summary remedy. They knew that in many cases, if the statements in the plaintiff's statement of claim were admitted or proved, the plaintiff would be entitled to the relief asked for; but, in those cases where the defendant elected to put in an untruthful denial of the facts in his defence, he forced the plaintiff to go to trial, and caused great expense thereby. If the facts in the plaintiff's statement were not true, the defendant could have no objection to verify his denial on oath. If, on the other hand, the facts were true, the defendant was not prejudiced by the admission of the facts—whilst by that admission the plaintiff could move, under ord. 14, r. 11, for such relief as he was entitled to. It did not seem to him desirable that in other cases the statement of defence should be on oath. He would move, as an amendment, that it should be added to the resolution of the committee on the subject of pleadings: "It is desirable in most cases, when the defendant by his defence denies facts alleged in the plaintiff's statement of claim, that such denial should be on oath. It is suggested, therefore, that within seven days after delivery of defence the plaintiff be at liberty, by notice in writing, to require that within seven days after such notice the defendant should verify his defence on oath."

The amendment was not seconded.

Mr. C. FORD (who spoke amidst much interruption) said he had given notice to the secretary of his intention to move the following resolution:—"In actions in the Queen's Bench Division where the amount recovered is under £200, only fees between counsel on any side should be allowed on taxation unless the judge should otherwise order at the trial, and this society is of opinion that the whole system of the remuneration of counsel calls for amendment, especially as regards allowance of counsels' fees made by the taxing masters as authorized by existing Judicature Rules." Since he had given notice he had been subjected to gentle, but he supposed most proper, influence, and would not press his motion.

The PRESIDENT thanked Mr. Ford for saving the meeting from a very ill-timed discussion which was beneath the dignity of the profession.

Mr. KIMBER thought Mr. Taylor's observations should not be allowed to go unanswered. They knew that actions for ejectment were tried even now before magistrates without any preliminary proceedings as well as in the county courts. This being the case he could not understand why order 14 should not be adopted.

Mr. F. K. MUNTON spoke of the difficulty of casting the *onus* of proof on the debtor in cases of judgment summonses. In reading a paper at Brighton on the subject he had had the honour to propose that the debtor should be called upon to make a sworn summary of his affairs for the last three years. Whilst on the subject he would draw their attention to the difficulty of getting the money after obtaining a judgment summons. During the last five years, whenever he had obtained a judgment under order 14, he found that when the execution was placed in the hands of the sheriff it was a very long time before the money was received. In the ordinary way they had to wait five or six weeks before they could get anything done, and then they had to rule the sheriff.

Mr. E. LE RICHE spoke of the importance of the report to the great body of the profession, whilst the discussion had been limited to the subsidiary portions of it. He thought that the second suggestion of the committee should be struck out. The proposal was that certain masters should be relegated to hearing summonses only, and it was a very good proposal to that extent, but then it was also proposed to attach certain cases to individual masters. From his experience of several years he had found this invariably to work badly. He contrasted the manner in which the work was divided between the several chief clerks. In Vice-Chancellor Bacon's chambers, for instance, there was nothing to do, whilst others were crammed full, and when a number of cases were relegated to one master, there would be the same difficulty, and instead of the masters being able to assist each other there would be the same inconvenience which existed in chancery. There could be no advantage in the proposal, for out of 30,000 or 50,000 cases how was it possible that the master should have any knowledge of particular cases? Anyone who had practised in the courts knew well the power that money influenced in dealing with actions, and one of the suggestions was that discovery of interrogatories should be paid for by the parties asking for them. The amendment was a great improvement. It would be a denial of justice to a great many poor litigants if they were made to pay the costs in the first instance. He entirely sympathized with the view that unnecessary applications should be avoided, and he would suggest that in taxation either between party and party, or solicitor and client, the cost of discovery and of interrogatories should not be allowed unless the taxing master or a judge of summary appeal should think such applications necessary and proper. With respect to the trial of cases by judges, that practically meant that the judge was supreme in the decision of the case. The Court of Appeal had again and again decided that the judge having seen the demeanour of the witnesses they could not deal with the matter and upset his decision. The result would be that the decision of a case would be left entirely with the judge trying the case, and he did not think, looking at the way in which they had exercised their discretion lately, there would be a desire to give them this power. In the old chancery days there was something in it. The costs were in the discretion of the judge, but that discretion was administered with regard to defined rules; but now costs were to be disallowed for any earthly object. Everyone knew the complaints that were made after every assizes of the judges forcing the business to get through the lists. If they left it to the judges to try the causes, and they were in a great hurry to get to the next assize town, he would like to know how they would be tried. Things would be even worse than they were now. He thought it a mistake to leave the cases to be tried by the judges alone. He moved that that portion of the report which said that the ordinary mode of trial should be by a judge, without a jury, be not agreed to.

Mr. LEVERTON seconded.

The amendment was put to the meeting and negatived.

The PRESIDENT then put the original motion. He had ventured to move at starting that the report be received and adopted, and that copies be sent to the Lord Chancellor, and to the judges forming part of the Rule Committee of the Judges. He had used these words because the Lord Chancellor's secretary had written to the council telling them that the Rule Committee were meeting to-day, but it might stand that copies be sent to all the judges.

The motion was carried unanimously with applause.

The PRESIDENT then moved, "That the cordial thanks of this meeting be given to the special committee of this society for the able and exhaustive report submitted by them to the meeting on the subject of the recommendations made by the Lord Chancellor's Committee on Legal Procedure. That this meeting cannot separate without acknowledging the incessant labour bestowed by the special committee during the past three months in discharge of the arduous duties imposed on them by the necessary inquiry into the important matters embraced in their report."

Mr. THOS. PAINE (vice-president) seconded the motion.

Mr. FINCH spoke in high terms of the care, labour, and skill which had been exercised in producing the report.

Mr. W. M. WALTERS, as a member of the committee, expressed their deep indebtedness to their chairman, Mr. Crowder, to whom they voted a cordial vote of thanks for his energy and ability.

Mr. CROWDER, in returning thanks, stated that the committee had held twenty meetings, ranging from two and a half to three hours in duration, and in two cases they had extended over five and six hours. The sub-committee had met ten times, and their sittings had averaged five and six hours.

A vote of thanks to the President, moved by Mr. MACARTHUR, terminated the proceedings.

MANCHESTER INCORPORATED LAW ASSOCIATION.

The annual dinner of this association took place on the evening of Tuesday, February 21, at the Albion Hotel, Piccadilly, Manchester. Mr. Alfred Leaf, the president of the association, occupied the chair; the vice-presidents were Mr. Henry Wrigley (of Oldham), and Mr. C. H. Hinde.

There were present the Mayor of Salford (Mr. Alderman Husband), Mr. James Crossley (president of the Cheetham Society, and one of the founders and first president of the Manchester Law Association), Mr. Peter Allen (of the *Manchester Guardian*), Mr. Alexander Ireland (of the *Manchester Examiner and Times*), Mr. P. S. Minor (the Heelis Prizeman for 1881), a deputation from the Incorporated Law Society of Liverpool, consisting of Mr. Harvey (president), Mr. Collins (vice-president), Mr. Morton (honorary secretary), and Mr. F. M. Hull, and the following members of the association—viz., Messrs. Edwin Almond, James Booth, Edward Boutflower, E. Bythway, T. Chorlton, Thomas Claye, William Cobbett, Richard Cobbett, H. Stanley Cooper, T. Diggles, T. Farrar, H. Galloway, T. J. Gill, W. H. Guest, George Hadfield, William Harper (Bury), H. Harwood, T. R. Haslam, A. T. Holden (Bolton), C. H. Holden (Bolton), T. W. Heelis (Bolton), James Kershaw, F. J. Marlow, J. F. Milne, James Ogden, J. B. Parkinson, J. W. Roberts, G. W. Rigg, Francis Smith, Leonard Tatham,

Henry Taylor, James Watkins (Bolton), Frank Watkins (Bolton), P. Watson (Bury), C. S. Wilson, Henry Wood, Percy Woolley, and S. Unwin (hon. secretary).

The usual loyal and patriotic toasts were proposed by the chairman, the "Army, Navy, and Volunteers" being responded to by Captain Harper; Mr. Crossley proposed "The Manchester Incorporated Law Association," which was acknowledged by Mr. Wrigley. Mr. Hinde proposed "The Mayor and Corporations of Manchester and Salford," which was responded to by the Mayor of Salford. "The Incorporated Law Society of Liverpool" was proposed by Mr. J. F. Milne and acknowledged by the President of the Liverpool Law Society. Mr. William Cobbett proposed "The Press," which was responded to by Mr. P. Allen and Mr. A. Ireland; Mr. C. H. Holden gave "The President and Chairman," and Mr. Tatham proposed, and Mr. Parkinson responded to, the toast of "The Lancashire Witches." In the course of the evening the Heelis Gold Medal, founded in 1873, in memory of the late Mr. Stephen Heelis, as an annual prize for the student from Manchester or Salford who shall pass the best examination at the final examinations of the Incorporated Law Society of the United Kingdom was presented by the president to Mr. P. S. Minor, who served his clerkship with Mr. W. R. Minor, and who also obtained the Clement's-inn, Daniel Reardon, and Broderip Prizes, at the final examination held in November, 1881.

BIRMINGHAM LAW SOCIETY.

The annual meeting of this society was held at the Law Library, Wellington-passage, Bennett's-hill, on Wednesday; Mr. J. Marigold presiding. There were also present Messrs. G. J. Johnson, W. Morgan (vice-president), T. Horton (hon. secretary), W. S. Allen, W. Evans, J. B. Clarke, T. Marlow (Walsall), M. A. Fitter, H. Glaisyer, L. W. Lewis (Walsall), T. Martineau, L. P. Rowley, F. Sanders, C. T. Saunders, T. S. Smith, &c. The committee's report for the past year was read.

The CHAIRMAN, in moving the adoption of the report, said that the subject-matter with regard to legal procedure had been before a large committee of London and country men, and would be considered in London on the 22nd instant. Mr. CANNING seconded the motion, and it was carried.

The CHAIRMAN then handed to Mr. H. J. Brown, B.A., the gold medal prize, won at an examination in April last. Mr. Brown served his clerkship with Messrs. Cottrell & Son, of Birmingham.

On the motion of Mr. PAGE, seconded by Mr. THOMAS, a vote of thanks was accorded to the retiring auditors (Messrs. T. Fisher and A. Canning); and Messrs. A. Foster and H. Parish were appointed auditors for the current year.

Votes of thanks were also passed to the president and the hon. secretary, and the proceedings terminated.

The following are extracts from the report of the committee:—

Members.—Your committee report a continued progress in the prosperity of the society, the number of members now being 228 as against 217.

The Conveyancing and Law of Property Act, 1881.—Your committee have considered what should be done by the members of the society as to the adoption of this Act, and aided by the opinions expressed at the numerously attended meeting of the profession on the 9th of January, 1882, have decided to make the following recommendations:—

That presuming the present vicious system of payment according to the length of documents to be abandoned, and a proper *ad valorem* scale of fees to be authorized, the provisions of the Act should be adopted in all ordinary cases, subject to the following exceptions and observations:—

1. That short forms, similar to those in the fourth schedule, should be used in preference to the statutory forms in the third schedule. The saving in length between—*e.g.*, a statutory form of mortgage, and a mortgage framed on the model given in the fourth schedule, is very trifling—extending only to two points, that the covenant for payment and the proviso for redemption are implied in the statutory mortgage instead of being expressed. On the other hand, the fourth schedule forms have very great advantage over the statutory forms in their adaptability to particular cases, and especially in what we hereafter point out as desirable qualifications in some of the implied covenants and provisions of the Act. In a mortgage the difference would really be only in the insertion of the covenant to pay, for the proviso for redemption is superfluous, if the *habendum* be "by way of mortgage to secure, &c."

2. As to conveyances.—Your committee think that in ordinary cases—

(*a*) General words may be omitted on reliance on section 6 in all cases where it is unnecessary to have a re-grant of easement which may have been extinguished by unity of possession.

(*b*) The all-estate clause is rendered unnecessary by section 6.

(*c*) The covenants for title may, your committee think, be omitted in reliance on section 7, but until the Act be amended, or the ambiguous clause, "notwithstanding anything by the person who so conveys, or anyone through whom he derives title, otherwise than by purchase for value," be judicially interpreted not to extend to the acts of every person in the chain of title who did not acquire the property conveyed as a purchaser for value, notwithstanding there may have been an intermediate purchase for value, it will be advisable to take advantage of sub-section 7, and limit the covenant to the acts and defaults of the vendor, if he be a purchaser for value, or those through whom he derives title up to and inclusive of the last purchaser for value. Mr. W. Barber proposes to make this one of your common form conditions of sale.

(*d*) *Covenant for production of deeds.*—This may be dispensed with in ordinary cases by an acknowledgment and undertaking under section 9.

3.—As to mortgages.—Your committee think that the covenants and powers of sale may be omitted in reliance on the 7th and 19th sections of the Act. It is considered that the operation of the 18th section, enabling either mortgagor or mortgagee in possession to grant leases, should, as a general rule, be excluded, at least so far as the mortgagor is concerned. The question whether the operation of the 17th section should be provided against is one of difficulty. Your committee would be well content that the right to consolidate should be abolished altogether, excepting in those cases where the mortgagor expressly charges the first security with the second mortgage debt; but so long as consolidation is allowed by law in other cases a solicitor will be expected to see that a mortgagee is not deprived of any right which the law gives him.

Legal Remuneration.—Your committee, through the president, have had submitted for their consideration the draft of a general order, framed by the Incorporated Law Society, and proposed to be made in pursuance of the Solicitors' Remuneration Act, 1881. Under the terms of this order an *ad valorem* scale of commissions on sales, purchases, leases, mortgages, settlements, and other matters of conveyancing, is contemplated with a provision as to general business which practically gives effect to what your committee consider to be the true principle upon which remuneration for legal business should be based. This principle is set forth in the report of the Council of the Incorporated Law Society, for the year 1881, as follows:—

"That the solicitor should be remunerated according to the skill, knowledge, and exertion which he employs in the business, and according to its importance and his consequent responsibility and not according to the time employed, the length of documents prepared, or the number of letters or conferences."

This draft order has been submitted to the tribunal created by the Solicitors' Remuneration Act for prescribing the terms of the order.

Conditions of Sale.—Your committee have submitted your common form conditions of sale to Mr. William Barber for revision, with reference to the provisions of the Conveyancing and Law of Property Act, 1881. The draft of the revision has been received from Mr. Barber, and is now under the consideration of your committee. Mr. Barber advises that it is not necessary or wise to make, at present, any material alteration in the common form conditions.

Legal Procedure Committee.—Your committee devoted much attention to the report issued by the Lord Chancellor's committee, on changes in the procedure of the Queen's Bench Division, and nominated three of their number to serve as members of the committee of the Incorporated Law Society, appointed in November last, to consider the whole subject. This has been done, and an exhaustive report has been laid before the council, and is to be considered at a special general meeting, at the society's hall, in London, on the 22nd instant.

The report states the opinion of the committee to be—that pleadings, as prescribed by the Judicature Acts and Rules, should be continued so far as they are essential to define the real points at issue in an action; that suitors should not be deprived of the control they now possess over the mode of conducting the successive steps in their actions; that all possible facilities should be given for; diminishing the costs of litigation, ascertaining the exact issue and evidence in every case before trial; reviving the practice under the Bills of Exchange Act; encouraging the trial of actions by a judge without a jury; diminishing the frequency of appeals and new trials, and generally for rendering the administration of justice more speedy and effective.

In these conclusions your committee concur, and trust they will receive the support of the profession, and be incorporated in any rules that may be issued on these important subjects.

Law Classes for Articled Clerks.—Your committee has long felt that provision should be made for the more systematic education of articled clerks in Birmingham, and the Council of the Incorporated Law Society of the United Kingdom being also desirous of facilitating the establishment of classes and lectures in the provinces, and having offered a grant in aid of the necessary expenses, your committee have submitted a proposal for the establishment of such classes to the members of the society, asking them to contribute an annual subscription of two guineas per head for each articled clerk; such proposal has met with an amount of support justifying your committee in taking steps at once for the appointment of the lecturer and the opening of the classes.

Considering how difficult it is for members of our profession in active practice to devote sufficient time to the oversight of the studies of the pupils committed to their charge, and how important it is that at the very outset of the student's career he should have the benefit of *viva voce* teaching and personal direction and supervision in his course of studies, your committee confidently hope that the project will meet with the approval and support of all the members of the society.

Payment of Moneys into Court.—Your committee have received from Mr. Barham, the agent at the Birmingham Branch of the Bank of England, an intimation that, since the establishment of the branch of the Bank of England at the new law courts, he is able to advise and give receipts for moneys for the account of the Paymaster-General (Chancery Division), if accompanied by the proper direction to the bank to receive the amount. The charge on payments so made is sixpence per cent.

Counsel in North Carolina, says the *Albany Law Journal*, seem to have a free-and-easy way of treating juries. In *State* v. *Noland* (85 N. C. 576), counsel, in the course of argument, approached the jury box and stepped upon the foot of the juror James, saying to him, "I beg your pardon, I only wanted to wake you up," the juror, as the case states, not only being awake, but demeaning himself in a manner altogether proper. It being more usual to address arguments to the other extremity of the body, the appellate court granted a new trial.

LAW STUDENTS' JOURNAL.

THE INCORPORATED LAW SOCIETY.

Honours Examination.

January, 1882.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

First Class.

[In order of Merit.]

Ernest Edwin Meek, who served his clerkship with Mr. James Matthew Meek, of Darlington; and with Messrs. Hanhart & Gillman, of London.

Edward Johnston Gordon, who served his clerkship with Mr. Paul Joshua Gordon, of London.

George William Barrows, who served his clerkship with Mr. John Dunning Kay, of Leeds.

John Maxwell McMaster, who served his clerkship with Mr. John Birbeck Wilson and with Mr. Josiah Dean, of Liverpool.

Frederic William Hardman, who served his clerkship with Mr. Christopher Moorhouse and with Mr. John Graves, of Salford.

Second Class.

[In Alphabetical order.]

William Ashford, who served his clerkship with Mr. Percy Hockin, of Dartmouth.

James Clarkson, who served his clerkship with Mr. Thomas England, of the firm of Messrs. Foster, England, & Foster, of Halifax.

Frank Augustus Graham, who served his clerkship with Mr. Joseph Gibbs, of Newport, Monmouth.

Edward Hunt, who served his clerkship with Mr. Henry Darvill, of Windsor.

Ernest Edward Leech, who served his clerkship with Mr. Woolnough Gross, of Bury St. Edmunds; and with Messrs. Abbott & Co. and Messrs. Morley & Shirref, of London.

Frank Sykes, who served his clerkship with Mr. John Jessop Milnes, of Huddersfield.

William Frederick Taylor, who served his clerkship with Mr. Joseph Barclay, of Macclesfield; and with Messrs. Lewis & Sons, of London.

Roderick Williams, who served his clerkship with Mr. Joseph Richardson, of the firm of Messrs. Laws, Bird, Newton, & Richardson, of Liverpool.

Alfred Ernest Withy, who served his clerkship with Messrs. Prior, Bigg, Church, & Adams, of London.

Third Class.

[In Alphabetical order.]

John Arthur Bland, who served his clerkship with Mr. T. L. Farrar, of the firm of Messrs. Farrar & Hall, of Manchester.

Daniel Percival Boote, B.A., who served his clerkship with Mr. William Thomas Englefield, of the firm of Messrs. Pritchard, Englefield, & Co., of London.

Theodore Christophers, who served his clerkship with Mr. Wm. James Lloyd, of the firm of Messrs. W. F. & H. G. Lloyd, of Newport, Monmouth.

Henry Garland, who served his clerkship with Messrs. Nelson, Barr, & Nelson, of Leeds and London.

Henry Greenway, who served his clerkship with Mr. John Greenway, of Plymouth; and with Messrs. Pattison, Wigg, & Gurney, of London.

Malcolm McGregor Hadow, who served his clerkship with Mr. Frederick Searle Parker, of the firm of Messrs. Parker & Co., of London.

Ernest Howard, who served his clerkship with Messrs. Farlow & Jackson, of London.

Alfred Wilkinson Kindler, who served his clerkship with Mr. Charles John Archer, of Stockton-on-Tees.

Arnold Edward Munns, who served his clerkship with Mr. John Spencer Longden, of the firm of Messrs. Munns & Longden, of London.

Arthur Oldham, who served his clerkship with Messrs. New, Prance, & Garrard, of Evesham; and Messrs. Crowder, Ainstie, & Vizard, of London.

Arthur Hope Rydon, who served his clerkship with Mr. Charles Robbins, of the firm of Messrs. Bolton, Robbins, & Busk, of London.

James Edward Spickett, who served his clerkship with Mr. Edward Colnett Spickett, of Pontypridd.

Baynes Wright Smurthwaite, who served his clerkship with Mr. Henry Snowden, of Leeds; and with Messrs. Lambert, Petch, & Shakespeare, of London.

Walter John Tanner, B.A., who served his clerkship with Messrs. Walters, Deverell, & Walters, of London.

Charles Pearson Winter, who served his clerkship with Mr. William Bristow, of Greenwich and London.

Campbell Mountague Edward Wynne, who served his clerkship with Mr. Llewelyn Malcolm Wynn, of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Meek, the prize of the Honourable Society of Clement's-inn, value ten guineas; and the Daniel Reardon Prize, value about twenty-five guineas.

To Mr. Gordon, the prize of the Honourable Society of Clifford's-inn, value five guineas.

To Mr. Barrows, the prize of the Honourable Society of New Inn, value five guineas.

To Mr. McMaster and Mr. Hardman, prizes of the Incorporated Law Society, value five guineas each.

The council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examination was 76.

LAW STUDENTS' DEBATING SOCIETY.

Tuesday, February 14.—Mr. Kirk in the chair.—Mr. G. Mallam was elected a member. The subject appointed for discussion was, "Is the policy of the Government, as foreshadowed in the Queen's Speech, worthy of support?" The debate was opened by Mr. Lloyd Jones on the negative side, and in the discussion which followed he was supported by Messrs. Strickland, Graham, C. E. Barry, Vanderpump, and J. A. Neale. Messrs. J. P. Hunt, Napier, P. T. Rhys, Bartlett, and Davies spoke in favour of the affirmative side of the question. On a division being taken at the conclusion of the debate the question was negatived by a majority of eight votes. There were twenty-eight members present.

Tuesday, February 21.—Mr. C. E. Barry in the chair.—Mr. F. Lamb was elected a member. A discussion took place upon the following legal point:—"Where one party to a contract engages to perform certain services with the means provided by the other party, is there an implied warranty that such means are reasonably fit for the purpose for which they have been provided?" (*Robertson* v. *Amazon Tug Company*, L. R. 7 Q. B. D. 598; *Francis* v. *Cockrell*, L. R. 5 Q. B. 184). Mr. E. E. Davies opened the debate in the affirmative, and was supported on the same side by Mr. Pope. The contrary view was upheld by Messrs. Napier, Thorpe, and Trotter. The opener replied at the conclusion of the debate, and on a division being taken upon the question the same was decided in the affirmative by a majority of one vote. The debate for next Tuesday, the 28th inst., will be upon the question, "Ought capital punishment to be abolished?"

UNITED LAW STUDENTS' SOCIETY.

At a meeting held at Clement's-inn Hall, on Wednesday, February 15, Mr. C. Kains-Jackson in the chair, Mr. Ashton Cross opened the following question in the negative:—"That the duration of Parliament should be limited to four years," and was supported by Messrs. Kelke, Tillotson, Spence, Whitehouse, Rosher, Robinson, Newman, Hutton, and others. The question in the affirmative was supported by Messrs. Rundle Levey, Shirley-Shirley, and Kains-Jackson. Mr. Rundle Levey replied, and the motion, on being put to the meeting, was declared lost.

BIRMINGHAM LAW STUDENTS' SOCIETY.

A meeting of this society was held in the Law Library on Tuesday, February 14, S. Royle Shore, Esq., in the chair. There were twenty members present and one visitor. After the special business of the society had been disposed of, Moot Point No. 658 was debated, the subject being:—"Should the decision of the majority of the Court of Appeal that, on the sale of goods by a manufacturer of such goods, who is not otherwise a dealer in them, there is (in the absence of any trade usage to the contrary) an implied contract that the goods shall be those of the manufacturer's own make, be sustained on appeal to the House of Lords?" The case referred to is that of *Johnson* v. *Raylton, Dixon, & Co.*, decided last year (L. R. 7 Q. B. D. 438). The speakers were: affirmative, Messrs. Streetley, Lawden, Thompson, and Davis; negative, Messrs. Barrows, Coley, E. C. Rogers, Cochrane, and Robinson. The chairman having summed up, the question was put to the meeting, when it was carried in the affirmative by a majority of one. A vote of thanks to Mr. Shore for presiding concluded the meeting.

MANCHESTER LAW STUDENTS' SOCIETY.

The eighth meeting of the session of this society was held on Tuesday evening at the Law Library, Cross-street, at half-past six o'clock, when the chair was taken by Edwin Jones, Esq., barrister-at-law. The question for discussion was as follows:—"A. holds Blackacre under a lease for a term of 999 years, created in 1876, at a yearly rent of £50. A. in consideration of £800 in 1880 demises Blackacre to B. for 993 years at a peppercorn rent. Can B. under and by virtue of 44 & 45 Vict. c. 41, s. 65, enlarge his term into a fee simple? If so, is the land still liable to the rents and covenants reserved and created by the original lease?" The affirmative was opened by Mr. C. R. Hardman, and he was supported by Messrs. Hilditch, Payne, and R. B. Wilson. The negative was argued by Messrs. Morton, Linnell, Hardman, Welch, Birch, Rayner, Law, and two hon. members. The chairman then summed up the arguments and gave his own opinion on the question, and upon taking the voting it was found that the first question was decided in the negative by a majority of twenty-five. Members present, 38.

OBITUARY.

MR. HENRY SAMUEL CHAPMAN.

Mr. Henry Samuel Chapman, formerly a judge of the Supreme Court of the colony of New Zealand, died at Dunedin, New Zealand, a few weeks ago, in his seventy-ninth year. Mr. Chapman was born in 1811. He was called to the bar at the Middle Temple in Trinity Term, 1840, and he was a judge of the Supreme Court of New Zealand from 1843 till 1852, when he was appointed colonial secretary of Tasmania. He held that office for about two years, when he migrated to Victoria, and commenced practice at the bar at Melbourne.

In 1855 he became a member of the Legislative Council, and in 1857 he was for a few weeks Attorney-General of Victoria. A year or two later he took office as Prime Minister and Attorney-General, and his Cabinet remained in office for about a year. He was for some time lecturer in law at the University of Melbourne, and in 1863 he acted as a judge of the Supreme Court of Victoria. He afterwards returned to Melbourne, where he spent the last few years of his life.

THE HON. DOUGLAS EDWARD HOLROYD.

The Hon. Douglas Edward Holroyd, barrister, died at Brighton on the 9th inst., after a long illness. Mr. Holroyd was the second son of the late Earl of Sheffield, and was born in 1834. He was educated at Eton and at Christ Church, Oxford, where he graduated second class in law and modern history in 1857. He was called to the bar at the Inner Temple in Trinity Term, 1863, and he formerly practised on the Home Circuit, and at the Sussex and Brighton Sessions. Mr. Holroyd, who had been for a long time in failing health, was heir presumptive to the earldom of Sheffield. He was unmarried.

LEGAL APPOINTMENTS.

Mr. JOHN HERBERT SLATER, solicitor (of the firm of Kearsley, Slater, & Watts), of 26, Brazennose-street, Manchester, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Slater was admitted at Michaelmas, 1875.

Mr. W. R. A. KIME, solicitor, of 49, Bedford-row, London, W.C., has been appointed a Commissioner of the Supreme Courts of Western Australia, New South Wales, South Australia, Victoria, Tasmania, and the Cape of Good Hope, for taking Affidavits and Acknowledgments, and examining Witnesses in all suits and matters pending in the said courts. Mr. Kime was admitted at Easter, 1875.

Mr. WALTER HENRY MACNAMARA, barrister, has been appointed Secretary to the Railway Commissioners, in succession to Mr. James Balfour Browne, resigned. Mr. Macnamara is the son of the late Mr. Henry John Macnamara, who was successively judge of the Marylebone County Court, and one of the Railway Commissioners. He was called to the bar at the Inner Temple in 1874, and he practises on the Oxford Circuit, and at the Staffordshire, Wolverhampton, Lichfield, and Walsall Sessions. Mr. Macnamara was formerly on the staff of the WEEKLY REPORTER.

Mr. ARTHUR GEORGE MACPHERSON, barrister, has been appointed Secretary to the Judicial and Public Department of the India Office, in succession to Mr. William Macpherson, resigned. Mr. A. G. Macpherson was called to the bar at Lincoln's-inn in Trinity Term, 1852.

Mr. EDWIN WOOD, solicitor (of the firm of Blackford, Riches, Kilsby, & Wood), of 21, College-hill, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN ROBERTS, solicitor, of Narberth, Tenby, and Milford, has been appointed a Perpetual Commissioner for Pembrokeshire for taking the Acknowledgments of Deeds by Married Women.

Mr. JOHN JOSEPH FAULKNER, solicitor, LL.D., of Northampton, has been appointed Registrar of the Northampton County Court (Circuit No. 36), and District Registrar under the Judicature Acts, in succession to his partner, the late Mr. William Dennis. Mr. Faulkner is a LL.D. of the University of London. He was admitted a solicitor in 1870.

Mr. RICHARD ARTHUR WILSON, solicitor, of Salisbury and Wilton, has been appointed Assistant Clerk to the Ambresbury Board of Guardians. Mr. Wilson is also deputy registrar of the Salisbury County Court, and deputy coroner for the Salisbury Division of Wiltshire. He is an M.A. of Exeter College, Oxford, and he was admitted a solicitor in 1869. He is in partnership with his father, Mr. Richard Monkhouse Wilson, and his brother, Mr. George Monkhouse Wilson.

Mr. JAMES WALTER HARLAND, of Leeds and Colton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. COURTENAY PEREGRINE ILBERT, who has been appointed Legal Member of the Council of the Viceroy of India, was educated at Marlborough College, and was successively scholar and fellow of Balliol College, Oxford, where he graduated first class in classics in 1864. He obtained the Hertford Scholarship in 1861, the Ireland Scholarship in 1862, the Craven Scholarship in 1864, and the Eldon Law Scholarship in 1867. He was called to the bar at Lincoln's-inn in Trinity Term, 1869, and he has practised in the Chancery Division. He is counsel to the Education Department, and he has also been employed in the department of the Parliamentary Draftsman.

DISSOLUTIONS OF PARTNERSHIPS.

WILLIAM STOLLARD and EDWARD MORGAN WHITTING, solicitors, 29, South Molton-street, Oxford-street, London (Stollard & Whitting). Dec. 31, 1881. The business will be carried on by the said William Stollard on his separate account. [*Gazette*, Feb. 17, 1882.]

HERBERT SAUNDERS and FRANCIS JOHN BAKER, solicitors, 5, Mitre-court, Temple (Saunders & Baker). Feb. 16. [*Gazette*, Feb. 21, 1822.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALYN BANK COAL AND CANNEL COMPANY, LIMITED.—By an order made by Hall, V.C dated Feb 8, it was ordered that the company be wound up. Hamlin and Grammer, Staple inn, agents for Cartwright, Chester, solicitor for the petitioners

COUNTESTHORPE BRICK AND TILE COMPANY, LIMITED.—Kay, J, has fixed Feb 27, at 11 at the chambers of Chitty, J, for the appointment of an official liquidator

ENGLISH AND FRENCH BANK, LIMITED.—Petition for winding up, presented Feb 14, directed to be heard before Hall, V.C., on Mar 3. Davis and Co, Coleman st, solicitor for the petitioner

GREAT SOUTHERN MYSORE GOLD MINING COMPANY, LIMITED.—Petition for winding up, presented Feb 14, directed to be heard before Chitty, J, on Feb 25. Beall and Co, Queen Victoria st, solicitors for the petitioner

HAVEN GOLD MINING COMPANY, LIMITED.—By an order made by the Court of Appeal, dated Feb 8, it was ordered that the company be wound up. Beall and Co, Queen Victoria st, solicitors for the petitioners

LONDON AND PROVINCIAL TRADERS' WHOLESALE STORES, LIMITED.—Kay, J, h as fixed Tuesday, Feb 28, at 12, at chambers of Chitty, J, for thr appointment of an official liquidator

RAUNDS IRON AND LIMESTONE QUARRIES, LIMITED.—By an order made by Kay, J, dated Jan 25, it was ordered that the voluntary winding up be continued. Tilleard and Co, Old Jewry, agents for Park and Mansfield, Barrow-in-Furness, solicitors for the petitioners

SOCIETY OF AFRICAN TRADERS, LIMITED.—Creditors are required, on or before Mar 13, to send their names and addresses, and the particulars of their debts or claims, to Joseph Dobson Good, 46, Gresham st. Tuesday, Mar 21, at 12, is appointed for hearing and adjudicating upon the debts and claims

UPLEES BRICKFIELDS COMPANY, LIMITED.—Kay, J, has fixed Monday, Feb 27, at 12, at chambers of Chitty, J, for the appointment of an official liquidator
[*Gazette*, Feb. 17.]

ANGLO-AMERICAN CATTLE COMPANY, LIMITED.—Kay, J, has fixed Monday, Feb 27, at 11, at chambers of Chitty, J, for the appointment of an official liquidator

BARRY'S CONDENSED SOUPS AND FOOD COMPANY, LIMITED.—By an order made by Kay, J, dated Feb 11, it was ordered that the company be wound up. Rogers and Chave, Queen Victoria st, solicitors for the petitioner

DIAMOND MINING CORPORATION OF LONDON AND SOUTH AFRICA, LIMITED.—Petition for winding up, presented Feb 20, directed to be heard before Hall, V.C., on Friday, Mar 3. Ellis, Bedford row, solicitor for the petitioner

FINE ARTS ALLIANCE CO-OPERATIVE SOCIETY, LIMITED.—Hall, V.C., has fixed Wednesday, Mar 1, at 12, at his chambers, for the appointment of an official liquidator

GENERAL FINANCIAL BANK, LIMITED.—By an order made by Bacon, V.C., dated Feb 11, it was ordered that the bank be wound up. Plunkett and Leader, St Paul's churchyd, solicitors for the petitioners

GRAND DUCHESS SILVER, LEAD, AND BARYTES MINING COMPANY, LIMITED.—By an order made by Hall, V.C., dated Feb 10, it was ordered that the company be wound up. Jones and Co, Lincoln's inn fields, agents for Hughes and Sons, Aberystwith, solicitors for the petitioner

GRISWOLD AND HAINWORTH, LIMITED.—By an order made by Chitty, J, dated Feb 11, it was ordered that the voluntary winding up be continued. Ashurst and Co, Old Jewry, solicitors for the petitioners
[*Gazette*, Feb. 21.]

UNLIMITED IN CHANCERY.

SYNDICATE OF THE MINING PROPERTY PLACER AURIFERO GENERAL, ALVAREZ.—Fry, J, has, by an order dated Feb 3, appointed Charles Hall, 13, Old Jewry chbrs, to be official liquidator. Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims to the above. Monday, July 10, at 12, is appointed for hearing and adjudicating upon the debts and claims
[*Gazette*, Feb. 21.]

FRIENDLY SOCIETIES DISSOLVED.

EAST DULWICH WORKMEN'S CLUB AND INSTITUTE, East Dulwich. Feb 13

UNITED BROTHERS BIRMINGHAM GIFT FUND SOCIETY, Princess Royal, Johnson st, Commercial rd. Feb 13 [*Gazette*, Feb. 17.

LIVERPOOL FLATMEN'S FRIENDLY SOCIETY, 37, James st, Liverpool. Feb 18

PRIDE OF DARTFORD LODGE, KENT, UNITED DISTRICT ANCIENT ORDER OF BRITONS, Oddfellows' Arms, Dartford. Feb 18

UNION LIBERAL SOCIETY, Bethesda School, Burnley, Lancaster. Feb 15
[*Gazette*, Feb. 21.]

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.—ORDER OF COURT.

Monday, the 20th day of February, 1882.

Whereas by the order dated the 10th day of January, 1882, making provision for the hearing and determining during the absence on circuit of the Honourable Sir Joseph William Chitty, one of the justices of the High Court of Justice, the causes and matters then pending before the said judge, it was ordered that all such causes and matters should be for all purposes transferred until further order to the Honourable Sir Edward Ebenezer Kay, one of the justices of the High Court. And whereas it has been represented to me that in consequence of the said Mr. Justice Chitty having returned from circuit and being about to resume his sittings in his own court, it is expedient that the re-transfer hereinafter directed should be made. I, the Right Honourable Roundell Baron Selborne, Lord High Chancellor of Great Britain, do therefore order that the causes and matters by the said order dated the 10th day of January, 1882, transferred from the said Mr. Justice Chitty to the said Mr. Justice Kay other than the causes set forth in the schedule to the order dated the 7th February, 1882, and thereby transferred from the said Mr. Justice Kay to the Vice-Chancellor Sir James Bacon, be re-transferred from the said Mr. Justice Kay to the said Mr. Justice Chitty, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

SELBORNE, C.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

ARMITAGE, SAMUEL, Bradford, York, Dyer. Feb 24. Armitage v Smith, Chitty, J. Learoyd, Albion chmbrs, Moorgate st

BANKHEAD, WILLIAM JOHN GOLDHAM, Maldon, Essex, Gent. Feb 28. Blowers v Evans, and Evans v Digby, Chitty, J. Copland, Chelmsford

HASLAM, SUSANNAH, Bury, Lancaster, Basket Dealer. Feb 28. Dearden v Sykes, Hall, V.C. Grundy, Bury

JONES, MARY, Oswestry, Salop. Feb 28. Jones v Jones, Chitty, J. Davies, Oswestry

ROWBERRY, WILLIAM, Hereford, Plumber. Mar 1. Allen v Rowberry, Fry, J. Carless, Hereford

WEBB, EDWARD WILLIAM, Fentiman rd, Clapham, Gent. Feb 24. Lewis v Webb, Chitty, J. Carter, Eastcheap

WALKER, Rev JOHN, Kirkwhelpington, Northumberland. Feb 24. Walker v Walker, Chitty, J. Wilkinson, Newcastle-on-Tyne

[*Gazette*, Jan. 31.]

ENGELBACH, LEWIS EDWARD, Strand, Esq. Mar 1. Engelbach v Engelbach, Hall, V.C. Dunster, Henrietta st, Cavendish sq

GOODSON, BENJAMIN, Little Coggleshall, Essex, Seed Grower. Mar 2. Goodson v Eley, Hall, V.C. Blood, Witham

GREENBURY, ISAAC, Harrogate, York, Jet Manufacturer. Feb 28. Greenbury v Wilson, Hall, V.C. Wooler, John st, Bedford row

PEARSON, WILLIAM PHILLIP, St. Helier, Jersey, Gent. Mar 9. Smith v Pearson, Chitty, J. Saunders and Co, King st, Cheapside

THOMAS, SAMUEL, Baglan, nr Neath, Glamorgan, Dockmaster. Mar 3. Llewellyn v Thomas, Chitty, J. Scale, Neath

WATKIN, JOHN, Endon, Stafford, Retired Builder. Mar 1. Watkin v Guy, Hall, V.C. Tomkinson and Furnival, Burslem

WALNE, ALFRED SEPTIMUS, Union Club, Trafalgar sq. Mar 25. Walne v Walne, Fry, J. Rickards, Old Broad st

[*Gazette*, Feb. 3.]

CHAPMAN, WILLIAM, Sherborne, Dorset, Gent. Mar 10. Chaffin v Brand, Hall, V.C. Bartlett, Sherborne

CROSS, HANNAH, Tollington pl, Tollington park. Mar 14. Harston v Tenison, Fry, J. Billing, Lincoln's inn fields

KERR, WILLIAM WALTER RALEIGH, St. Helier, Jersey, Gent. Feb 22. De Winton v Kerr, Bacon, V.C. Hore, Lincoln's inn fields

[*Gazette*, Feb. 7.]

BULLOCK, JAMES TROWER, Parkside villas, Hounslow, Gent. Mar 7. Earle v Bullock, Chitty, J. Buckler, Doughty st

CHAPPLE, AMELIA SARAH, Weston-super-Mare. Mar 14. Newton v Chapman, Hall, V.C. Pritchard and Engle field, Painters Hall, Little Trinity lane

EVANS, PHILIP WILLIAM, Southampton, Merchant. Mar 14. Welsh v Channell, Hall, V.C. Gole, Lime st, Leadenhall st

HOLMES, THOMAS, King's Lynn, Norfolk, Merchant. Mar 13. Sadler v Holmes, Hall, V.C. Archer, King's Lynn

LOVER, MARY JANE, Bournemouth. Mar 11. Schmid v Griffin, Chitty, J. Andrews, Weymouth

LOVER, SAMUEL, Clear View, St. Lawrence Valley, Jersey, Esq. Mar 11. Schmid v Griffin, Chitty, J. Andrews, Weymouth

MILLICAN, THOMAS, Leicester, Gent. March 3. Shouler v Millican, Hall, V.C. Berridge, Leicester

PAYNE, LOUISA, Brooklyn rd, Shepherd's Bush. Mar 10. Pettit v Rumball, Fry, J. Parker, Bedford row

POTTER, JOHN, Southwark Bridge rd, Wheelwright. Mar 4. Potter v Potter, Fry, J. Large, South sq, Gray's inn

SMITH, HENRY, Hatfield, York, Auctioneer. Mar 16. Smith v Smith, Chitty, J. Moore, Sheffield

SPARKMAN, JOHN, Little Marcle, Hereford, Farmer. Mar 10. Sparkman v Powell, Chitty, J. Piper, Ledbury

STANNAGE, WILLIAM, Leicester, Labourer. Mar 18. Boot v Stannage, Fry, J. Chamberlain, Leicester

WOODALL, THOMAS DOWKER, Scarborough, Esq. Mar 18. Woodall v Woodall, Fry, J. Russell, Bedford row

[*Gazette*, Feb. 10.]

BENNETT, CATHERINE, Rossett, Denbigh. Mar 14. Lloyd v Lloyd, Chitty, J. Bridgman, Chester

CHAPLIN, JOHN, Cheshunt, Hertford. Mar 14. Richards v Chaplin, Hall, V.C. Morris, Paternoster row

EDWARDS, THOMAS HENRY, East Lexham, Norfolk, Land Agent. Mar 14. Christmas v Edwards, Chitty, J. Worship and Rising, Great Yarmouth

HANCOCK, WILLIAM, Upton-on-Severn, Worcester, Solicitor's Clerk. Mar 18. Lee v Crowe, Chitty, J. Redfern, Birmingham

HATTON, JOHN WOOD PERKS, Villa rd, Brixton, Hide and Skin Salesman. Mar 16. Hatton v Hatton, Chitty, J. Scarlett, King st, Cheapside

[*Gazette*, Feb. 14.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25.
LAST DAY OF CLAIM.

BEAN, LOUISA, Guildford. April 8. Rhodes and Son, Chancery lane

BATTERTON, ANNE BARBER, Maisey Hampton, Gloucester. March 16. Wilmot, Fairford

BOWLING, CHARLES JAMES LOVELACE, Surgeon in the Peninsular and Oriental Steam Navigation Company's Service. April 30. Bowling, High st, Ramsgate

BUTSON, STRANGE GOULD, Afghanistan. April 30. Crosse and Son, Lancaster pl, Strand

CAMPBELL, GEORGIANA MARY ELIZABETH, Plymouth. March 20. Hallett, Craven st

CATTON, ALFRED, Bawdeswell, Norfolk, Grocer. March 10. Miller and Co, Norwich

COLE, JAMES, Puddington, Devon, Gent. March 18. Huggins, Exeter

CONWAY ELEANOR, Hendon. Feb 28. Conway, Homer st, Lambeth

CURTEIS, JEREMIAH, Shelton Rectory, Norfolk, Clerk in Holy Orders. March 8. Furness, Norwich

DUESBERY, WILLIAM, Hulme, Manchester, Builder. April 26. Diggles and Ogden

ELLIOTT, RICHARD, East Dulwich, Surrey. March 10. James, Quality ct, Chancery ln

FAIRWEATHER, FRANCIS, Coburn rd, Bow, Chief Engineer of the Telegraph Construction. March 1. Stallon, Sheerness

GOOSEY, WILLIAM, Camden rd. March 10. Stileman and Co, Southampton st, Bloomsbury

HARKNESS, JAMES McNAIR, Clewer, Berks, Engineer. March 31. Roberts, Thanet pl, Strand

KING, HENRY, Rochdale, Lancaster, Gent. March 20. Bailey and Read, Bolton-le-Moors

LIGHTBOUND, THOMAS WARBURTON, Seacombe, Chester. April 30. Francis, Birkenhead

MACLACHLAN, ALEXANDER, Newcastle-upon-Tyne, Surgeon. March 31. Hoyle and Co, Newcastle-upon-Tyne

MARDON, WILLIAM, Brook st, Grosvenor sq. March 10. Stileman and Co, Southampton st, Bloomsbury

MCCAROGHER, JOSEPH, Chichester, Sussex, Doctor of Medicine. March 20. Hallett, Craven st

NESHAM, CAROLINE HARRIET, Paignton, Devon. March 3. Brooking-Rowe, Plymouth

PEARSE, MARY, Queen's gate ter, Hyde Park. March 11. Richards, Warwick st, Regent st.

PHILLIPS, JOHN, Elthan rd, Kent, Gent. March 30. Whites and Co, Budge row, Cannon st

PRATT, CHARLES, Skellingthorpe, Lincoln. March 30. Tweed and Co, Lincoln

ROKER, JANE, Farncombe, Godalming, Surrey. March 16. Mellersh, Godalming

SAUNDERSON, CHARLES, Kilburn, Gent. March 10. Kearsey and Co, Old Jewry

SLOAN, PETER, Liverpool, Draper. March 1. Lynch and Teebay, Lord st, Liverpool

TATE, JAMES HENRY, Newcastle-upon-Tyne, Retired Builder. March 31. Hoyle and Co, Newcastle-upon-Tyne

WESTON, JAMES, Ashford, Kent, Gent. March 1. Weston, Hastings

WHITLOCK, STEPHEN, Bournemouth, Hants, Fruiterer. March 8. Trevanion, Bournemouth

WILSON, CHARLES, King st, Hammersmith, Builder. March 31. Surr and Co, Abchurch lane

WILSON, DAVID, Queen's gate, Hyde Park. March 25. Surr and Co, Abchurch lane

[*Gazette*, Feb. 7.]

BASKIN, ROBERT CAMPBELL, Kirkby Stephen, Westmorland, Inland Revenue Officer. Mar 20. Preston, Kirkby Stephen

BERKSHIRE, JOHN JAMES, Patcham, Sussex, Licensed Victualler. Mar 25. Warne, Middle st, Brighton

BURGESS, SARAH, Clifton, Bristol, Mar 1. Ray and Bush, Bristol

BYLES, PIERRE BEUZEVILLE, Henley on Thames, Oxford, Brewer. April 21. Mercer, Henley on Thames

COPPIN, ELIZABETH, Water lane, Homerton. Mar 11. Imbert-Terry, Gresham st, Bank

COX, CATHERINE AMELIA, Gordon sq. Mar 13. Twist and Sons, Coventry

EDKINS, ELIZABETH, Reading, Berks. Mar 11. Keily, Molyneux chmbrs

ELD, FREDERICK, Leamington, Warwick, a Colonel in Her Majesty's Army. Mar 6. Hand and Co, Stafford

GILLO, MARK TOM, Winchester, Southampton, Van Proprietor. Mar 11. Bailey and White, Winchester

GLUKMAN, LEONE, Euston rd, St Pancras. May 10. Nicol and Co, Lime st

GODWIN, PHILIP, Pimperne, Dorset, Gent. Mar 20. Smith, Blandford Forum

HAGUE, CHARLES BARNARD, Suffolk pl, Pall Mall. Feb 27. Johnsons and Co, Austin Friars

HARRISON, JOSEPH, Handsworth, Stafford, Jeweller. Mar 25. Newey, Birmingham

HARWOOD, THOMAS, Bromley. Mar 15. Plews and Co, Mark lane

HIRST, JOHN, Padiham, Lancaster, Sizer in a Cotton Mill. May 6. Whitaker, Duchy of Lancaster Office

HOOPER, FREDERICK WILLIAM, Oxford st, Dealer in Pictures and Works of Art. Mar 10. Anderson and Sons, Ironmonger lane

JOICEY, JOHN, Newton Hall, Northumberland, Esq. April 1. Dodds and Co, Stockton on Tees

KIRKBY, CLARA ARABELLA, Brighton. April 4. Bramley, Sheffield

LOWE, ALFRED, Ryleys, Chorley, Chester, Esq. Mar 25. Darbishire and Tatham, Manchester

LUCE, EMMA, Hampton Court. Feb 28. Paine and Brettell, Chertsey

NEWTON, MARTIN, St Helen's, Lancaster. Mar 1. Barrow and Cook, St Helen's

NEWMAN, WILLIAM, Porchester, Southampton, Gent. Mar 25. Hanbury and Co, New Broad st

PARFREY, ELIZA, Buckingham Palace rd. Mar 15. Robinson and Wilkins, King's Arms yard

PHILLIPS, JOHN, Ardington, Berks, Maltster. Mar 15. Jotcham, Wantage

PHILLIPS, WILLIAM, Clifton, Bristol, Gent. April 29. Harwood, Bristol

RAMSEY, WILLIAM, Bury st, St James'. Mar 8. Sutton and Ommanney, Great Winchester st

RUSSELL, JOHN CROSHAW THOMAS, Milton, Ship Broker. Mar 31. Munns and Longden, Old Jewry

SEARLE, CHARLES GRAY, Ludgate hill. Mar 25. Watson and Co, Bouverie st

SELBY, ANN, Oxford. Mar 11. Mallam, Oxford

SELBY, CHARLES, Oxford, Surveyor. Mar 11. Mallam, Oxford

SEEL, THOMAS MOLYNEUX, Hayton, Lancaster, Esq. April 4. Weld, Liverpool

SHARP, HENRY, Badingham, Suffolk, Gent. Mar 7. Child and Son, Cursitor st, Chancery lane

THOMPSON, CHARLES WILLIAM, Sutherland pl, Bayswater. Mar 12. Leman and Co, Lincoln's inn fields

TOLEFREE, JOSEPH, Wheaton Aston, Stafford, Saddler. Mar 6. Hand and Co, Stafford

WHITCHURCH, JANE, Ryde, Isle of Wight. Mar 10. Sharp and Co, Southampton

WILLIS, ELIZABETH, Acre lane, Brixton. Mar 31. Dalston, Piccadilly

WILLOUGHBY, EDWARD, Warwick sq, Esq. Mar 25. Willoughby and Winch, Lancaster pl, Strand

YOUNG, HENRY, Liverpool, Gent. Mar 30. Smith and Son, Liverpool

[*Gazette*, Feb. 10.]

AMBROSE, JOHN THOMAS, Mistley, Essex, Gent. Mar 31. Mustard, Manningtree

BARRETT, WILLIAM, Northowram, Halifax, out of business. Mar 8. Rhodes, Halifax

BRANDON, GILBERT, Golborne rd, Notting hill, Gent. April 11. Brandon, Essex st

BRIDGE, THOMAS, Buttsburry, Essex, Esq. May 12. Woodard, Ingram ct, Fenchurch st

CATHERALL, JOSEPH, Hexham, Northumberland, Newspaper Proprietor. April 1. Gibson, Hexham

CHORLTON, JOHN, Timperley, Chester, Gent. April 3. H and F Parker, Manchester

CURZON, Hon. FREDERICK, Twycross, Leicester, Captain, R.N. March 15. Parkin and Co, New sq, Lincoln's inn

DEAN, EDWARD, Wimbledon, Station Agent. Mar 11. Davie, New inn

DYER, HENRY, Forest Gate, Essex, Builder. Mar 9. Hulbert, Coleman st

GILL, JAMES WILLIS, Ironmonger lane, Gent. April 7. Andrews and Co, Weymouth

HART, MARY WADE, Brussels. Feb 25. Hobson, Gt Winchester st bldgs

HAYDON, JAMES, East Dulwich, Surrey, Gent. Mar 1. Hogan and Hughes, Martin's lane, Cannon st

HAYES, GEORGE SAMUEL, Brighton, Esq. Mar 31. Wilson and Son, Hull

HEAP, GEORGE CRUMP, Melton Mowbray, Leicester, Esq. April 11. Haxby and Partridge, Leicester

LEWIS, JOSEPH, Blakebrook, Worcester, Gent. Mar 15. Hemingway, Bewdley

SMITH, MARY ANN, Russell sq. Mar 18. Elmslie and Co, Leadenhall st

STOREY, WILLIAM, Rayleigh, Essex, out of business. Mar 5. Copland, Chelmsford

WALL, THOMAS JOHN, Aston, nr Birmingham. Mar 10. Ansell, Birmingham

WALKER, WILLIAM GEORGE GRIFFIN, Netherton, Worcester, Nail Manufacturer. Mar 17. Collis, Stourbridge

WHITWORTH, ELIZABETH, Cheetham hill, Manchester. April 7. Claye and Son, Manchester

[*Gazette*, Feb. 14.]

At the Stock and Share Auction Company's sale held on Tuesday, at their sale room, Crown Court-buildings, Old Broad-street, the following were amongst the prices obtained:—Organos Gold Mines £1 shares, fully paid, 21s.; Gurrington Slate Quarries £20 12 per cent. Mortgage Debentures, 20s.; Rhodes Reefs £1 shares, 14s. 4½d.; Lombardy Road Rails £10 shares, £7 10s.; Zoedone £1 shares, 13s. 9d.; and other miscellaneous securities fetched fair prices.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

February 20.—*Bills Read a Second Time.*

PRIVATE BILLS.—Bristol City Corporation of the Poor; Bristol Docks and Harbour Board; Carnarvon (Morfa Seiont Common); Dartmouth Harbour Improvement; Devon and Cornwall Central Railway; Driffield and District Water; East Warwickshire Water: Glyncorrwg, Rhondda, and Swansea Junction Railway; Halifax Corporation; Huddersfield Corporation; London (City) Court; Mid-Cornwall Junction and Padstow Railway; Moore-street Market and North Dublin City Improvement; Newcastle-upon-Tyne Corporation (Loans, &c.); Oswestry and Llangynog Railway; Portsoy Harbour; Railway Working and Management Company; Ross District Water; St. Pancras Guardians of the Poor; Skipton and Ilkley Railway (No. 1); South Kerry Waste Lands Reclamation; South Staffordshire Mines Drainage; Swansea Corporation Loans; Tynemouth Corporation; Windsor and Eton Water; and Wolverhampton Corporation Loans.

February 21.—*Bills Read a Second Time.*

PRIVATE BILLS.—Essex County Loans; Fulwood and Whittingham Water; Rotherham Corporation; and Skipton and Ilkley Railway (No. 2).

HOUSE OF COMMONS.

February 15.—*New Bills.*

Bill to amend the law relating to the use of gunpowder in mines (Mr. ROBERTSON); Bill to consolidate and codify the law relating to bills of exchange and promissory notes (Sir J. LUBBOCK); Bill to amend the law relating to patents for inventions (Mr. ANDERSON).

February 16.—*Bill Read a Second Time.*

Churchwardens' Admission.

New Bills.

Bill to authorize use of reply postcards (Mr. FAWCETT); Bill to amend the law of distress (Sir H. HOLLAND).

February 20.—*Bills Read a Second Time.*

PRIVATE BILLS.—Ascot District Gas and Water; Beaconsfield, Uxbridge, and Harrow Railway; Birkenhead Borough; Central Northumberland Railway; Charing Cross and Waterloo Electric Railway; Falmouth Borough Extension; Horncastle Water; Kingsbridge and Salcombe Railway; Lambourn Valley (Light) Railway; Latimer-road and Acton Railway; Llangammarch and Neath and Brecon Junction Railway; London Riverside Fish Market; Lower Thames Valley Main Sewerage Board; Melton and Hollesley Bay Railway; Mersey Docks and Harbour Board; Metropolitan Markets (Fish), &c., Peckham, Lewisham, and Catford-bridge-road; Radstock, Wrington, and Congresbury Junction Railway; Somerton Junction Railway; Southampton Harbour; South London Market; South Wales and Severn Bridge Railway; Stratford-upon-Avon and District Water; Stroud Water (No. 2); West Ham Local Board; and Windsor and Ascot Railway.

Bills of Exchange (referred to Select Committee); Parochial Charities; Rivers Conservancy and Floods Prevention.

February 21.—*Bills Read a Second Time.*

PRIVATE BILLS.—Alnwick Corporation; Harrow and Uxbridge Railway; London Parochial Charities; St. Helen's (Corporation) Water; Todmorden Water; Liverpool Improvement; and Metropolitan Outer Circle Railway.

New Bill.

Bill to amend the law relating to Parliamentary elections.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	V. C. Hall.
Monday, Feb.	27	Mr. Cobby	Mr. Merivale	Mr. Clowes
Tuesday	28	Jackson	King	Koe
Wednesday, Mar.	1	Cobby	Merivale	Clowes
Thursday	2	Jackson	King	Koe
Friday	3	Cobby	Merivale	Clowes
Saturday	4	Jackson	King	Koe
		Mr. Justice Fry.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, Feb.	27	Mr. Pemberton	Mr. Teesdale	Mr. Latham
Tuesday	28	Ward	Farrer	Carrington
Wednesday, Mar.	1	Pemberton	Teesdale	Latham
Thursday	2	Ward	Farrer	Carrington
Friday	3	Pemberton	Teesdale	Latham
Saturday	4	Ward	Farrer	Carrington

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

MIDDLESEX.—HILARY SITTING, 1882.

LIST OF ACTIONS FOR TRIAL.

245 Nesbit (Pedley and B) v Tuxford (C Turner)
246 Warne (R Thomas) v Cork (Nickinson, P and N)
247 Collett (J W Marsh) v Dixon (W Morley)
248 Wilson (R Hewlett) v Alcazar Co ld (J S Ward)
249 Hull (Collins and W) v N Metropolitan Tram Co (H C Godfray)
250 Whitmore (West, K A and Co) v Galpin and anr (R Davis) without jury
251 Higgins (Boardman and Co) v Inderwick (A Inderwick)
252 Iles and anr (Seaton F Taylor) v Grant (H J Sydney)
253 Thornhill (Boardman and Co) v L C and D Ry Co (J White)
254 Governors of St Bartholomew Hospital (Wilde, B M and W) v Willis (In Person)
255 Wright (Noon and C) v Pugh and anr (Procter and A)
256 Clarke (E Bevir) v Newton (In Person)
257 Bower (Miller and V) v Smith (In Person)
258 Fishbourne and anr (J Ellerton) v Norris (J G Hyett)
259 J and E Hall (Hughes, H and Co) v Gibbs and anr (R Miller and W)
260 Brunetti (W J Collens) v Clark (W Philp)
261 Batchelor (Crowder, A and V) v Powis and Carter (Combe and W)
262 Lewsey (Sandom, K and W) v Fletcher (Stoneham and L)
263 Same (Same) v Same (Same)
264 The Queen (Gardiner, Son and W) v Mills, Bart (F Needham) SJ
265 Blake (G E Smith) v Blaiberg (Moresby-White, and Co)
266 British Mutual Investment Co ld (Barnard and Co) v Hedley (E Flux and L)
267 Plum and anr (E Chester) v Salamos (W Rawlins)
268 Dewhurst (T D Dutton) v Alcock (W B Abbott)
269 Barnes (W T Boydell) v Wilder (Gregory and Co)
270 Blaiberg (E C Seaman) v Evans (W B Harte) Without jury
271 Pulham (G S Tinkler) v Johnson (Worthington Evans)
272 Fether (Moreton and E) v May (C E Strong)
273 Hacker (Pickett and M) v Ready (Gasquet and M)
274 Gibbs (E M Armstrong) v Clarke (Saxton and Son)
275 Hunter (Western and Sons) v Greene (Keene, M and B)
276 Verner (Lewis and L) v Fortescue (H S Russell) SJ
277 M P Preston (Same) v Sharp (Learoyd and C) SJ
278 Hon Thos Preston and wife (Same) v Same (Same) SJ
279 Torr, Janeway, and Co (In Person) v Harvey and Pearson (W Eley) (Without jury)
280 McCulloch (Aldridge, T and M) v Governors of Wymondham Grammar School (P R T Toynbee) SJ
281 Girling (J A Girling) v Lewis (Keene, M and B)
282 Maley (B J Abbott) v Wheeler (G A Haynes)
283 Creal and Wife (Ford and F) v Foster (Williamson, H and Co)
284 Beckingsale (W T Elliott) v Waterhouse (Jenkinson and O)
285 Hunt (R Little) v Thomas (Badham and W)
286 Vandivorin (Same) v Lawson (Peacock and G)
287 Hodges (Nash and F) v Chanot (Kisch, Son and H)
288 Phillimore (In Person) Earl of Northbrook and ors (Hare and Fell) SJ
289 Welstead (Tibbitts and Son) v Ness (T R Apps)
290 Bowles (Rivington and Son) v Pilley (H Morris)
291 Gillig (Foss and L) v Weigel (W Beck)
292 Beach (H Moxon) v Castioni (C Mossop)
293 Hammond (Kingsford, D and Co) v Phipps (F R Kilvington)
294 Lambert (Sandom, K and K) v Abbott, Page, and Co (Wild, B and W)
295 Martin (J S Fowler) v Morris and anr (G B B Norman)
296 Woods (J W Marsh) v Foljambe (Mr T Holding) SJ
297 Stone (Gregory, R and Co) v Sharp, Jones, and Co (W Sharp)
298 Cato (A H Crowther) v Thompson and anr (W Easton)
299 Veal and anr (R H Veal) v Thrower and ors (Prior, Bigg, and Co)
300 Emmerson (Woodbridge and Sons) v Newton, Jenkins, and Co (Newman and Co)
301 Fuld (Kidder and Son) v Tannenbaum (Carr, F and C)
302 Blatspiel and ors (A Poland) v Abrahams (H W Cattlin)
303 Nickels (G S Tinkler) v Cracknell (J E Lickfold)
304 Terrell and Atkinson (In Person) v Carr (Barnard and Co)
305 Zurhost (T C Russel) v Millinery and Dress Assen ld (R Dixon)
306 Strickland (M Scott and Baker) v Coleman (Field, R and Co)
307 Glaysher (Sheffield and Sons) v Neville (Abbott, J and Co)
308 Ivay (Jno Curtis) v Hedges (Keene, M and B)
309 Worley (T D Pettiver) v Dobbin (Blewitt and T)
310 De la Rue and Co (Wilson, B and C) v Holmes (E Lloyd) SJ
311 Loose (T Hulbert) v Pavier (W W Young)
312 Belville (Sanderson and H) v Wills and Wootton (G W Barnard)
313 Willing, Jun (A Calkin Lewis) v The Marine Piers Co ld (Fowler and Co)
314 Methuen (E Smith and Co) v Great Eastern Ry Co (C A Curwood) SJ
315 Sopp (T R Apps) v Burrows (Gregory and Co)
316 Harris (Badham and W) v Ritchie (In Person) without jury
317 Mace (W Batham) v Hall (Hollams, Son and C)
318 Wilden (A R Steele) v White (Mackeson, T and A)
319 Willing (Piesse and Son) v Spiers (Linklater and Co) SJ
320 Hall (H J Comyns) v Edwards and anr (J J Peddell)
321 Jones (M Scott and Baker) v Greenwood (Ridsdale, C and R)
322 Blundell (Same) v London Street Tram Co (Ashurst, M, C and Co)
323 Donne (Kingsford, D and Co) v Pillbrow (Woodfin and W)
324 Read (T R Apps) v Anderson (J and E Scott)
325 Mears (T Hulbert) v Egan and anr (Webb and Son)
326 Williams (G M Cooke) v Cox (J B Churchill)
327 Morson (A E Copp) v Gardner (G C Sherrard)
328 Morris (J E King) v The Midland Ry Co (Beale, M B and G) SJ
329 Vickers (F W Snell and G) v Gunn (L I B Rawlins)
330 Temple-West (Gamblen, Son and B) v Rogers (G M Cooke)
331 Bellew (E Doyle and Sons) v London Tram Co (J O Jacobs)
332 Stone (T W Payne) v Rowlands (J Kempster)
333 Tilbury (Crouch, S and E) v Kent (C O Humphreys and Son)
334 Lambert (G Thompson) v Baldry (W T Ricketts)
335 Roberts, executrix, &c (Hatton and W) v Milford Docks Co (Marriott and J)
336 Kendal and Dent (T Beard and Sons) v Yandell and Co (Boultons, Son, and Co)
337 Sterne and anr, extx and exor, &c (Pawle and F) v Billington (W Neal)
338 St Albyn (Bordman and Co) v Henderson (J S Ward)
339 The Trustees of Bedford Charity (Maples, T and Co) v Richards (W W Isaacson)
340 Hale (Baker, B and H) v Taggett (Lawrence, P and B)
341 Griffiths (G B B Norman) v Leith (H C Barker)
342 Abrahams (Noon and C) v Eyre (Kingsford, D and Co)
343 Gibbon (Langley and G) v Baylis (A Haynes)
344 Betts (G S Hare) v Pewtress (Thompson and W)
345 Waller and Sons (G J and P Vanderpump) v Russell (Palmer and S)
346 Grogan and Co (Paterson, S and B) v Carr-Gomm (Still and Son)
347 The Combined Estates Co ld (Rooke and Sons) v Vincent (W H Lomax)
348 Israel (Wright and Co) v Levy (W B Harte)
349 Webb (R Metcalfe) v Lewis (R W Marsland)
350 Elworthy (A H Elworthy) v Maltby (A Martin)
351 Pritchard (S Price) v Yates (Lewis and L) SJ
352 The Grantham Brick Co ld (Randall and A) v Gripper and Baylis (Rixons)
353 Matthews and Son (T Hulbert) v Foster and ors (Lawrance, P and B)
354 Bingley (Lewin and Co) v Smith (Dubois and R)

LEGAL NEWS.

It is stated that Mr. Henry Spencer Fairfoot, solicitor, deceased, late of the firm of Fairfoot & Webb, of 13, Clement's-inn, has by his will given to his clerks legacies to the amount of £1,300; to the Law Clerk's Society, £100; and to the Solicitors' Benevolent Society, £100.

The *Washington Law Reporter* publishes the following under the heading, "How a Newspaper can Fetch Rascals up With a Round Turn":—Six weeks ago the *Philadelphia Times* announced that it would pay in cash a reward of 1,000dols. for the first conviction of a "jury-fixer" of that city, 500dols. for the second, 250dols. for the third, and 100dols. each for the next ten. "Jury-fixers," if we understand the term, are men who make it a business to arrange for getting men on juries, or get seated in the jury-box themselves, for the purpose of corrupting justice and setting criminals at liberty. Whether this nefarious trade is carried on elsewhere or not to anything like the degree that it was practised in Philadelphia we do not know, but the result has justified the *Times* in making the generous offer. Since then three men pleaded guilty to the crimes of perjury and embracery, their detection and conviction having been brought about directly through the impulse imparted to detective talent and zeal by the promise of rewards. The *Times*, therefore, announced on Saturday that the 1,750dols. offered for the first three convictions would be paid on the presentation of certificates from the district attorney stating that the persons applying were the ones who furnished the information leading to the conviction of the criminals.

SALES OF ENSUING WEEK.

March 2.—Messrs. Bean, Burnett, & Eldridge, at the Mart, at 1 p.m., Freehold and Leasehold Properties (see advertisement, Feb. 18, p. 3).

March 2.—Messrs. Marsh, Milner, & Co., at the Mart, at 2 p.m., Reversions, Policies, &c. (see advertisement, Feb. 18, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

Francis.—Feb. 16, at St. John's-grove, Croydon, the wife of Harry Francis, solicitor, of a daughter.

MARRIAGE.

Powell—Timbrell.—Feb. 18, at St. Mary Abbotts, Kensington, James Powell, solicitor, to Alice Blanche, daughter of the late Captain Charles W. Timbrell.

DEATH.

Lee.—Feb. 19, at Castle-street, Salisbury, Charles Marsh Lee, solicitor, aged 65, who was for twenty-six years Town Clerk of the city.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Feb. 17, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Aberg, Alfred, Licensed Victualler, Castle st, Leicester sq. Pet Feb 13. Pepys. Mar 3 at 11

Cotton, Edward Bottreaux Knill, Russell st, Covent garden, Solicitor. Pet Feb 14. Murray. Mar 3 at 11

Dando, William Elbert, Regent st. Pet Feb 14. Murray. Mar 3 at 11.30

Griffin, Frederick John, Golborne rd, Upper Westbourne pk, Fruiterer. Pet Feb 15. Brougham. Feb 28 at 11.30

Lloyd, Jane, Gower st. Pet Feb 15. Hazlitt. Mar 1 at 12.30

Love, Frank, Knowle rd, Brixton, Carpenter. Pet Feb 14. Murray. Mar 1 at 12

To Surrender in the Country.

Byrne, Joseph, Liverpool, Poulterer. Pet Feb 13. Bellringer. Liverpool, Feb 28 at 12

Davies, George, Hicks, Hemel Hempstead, Hertfordshire, Auctioneer. Pet Feb 6. Edwards. St Albans, Mar 1 at 3

Griffiths, William, Camerton, Cumberland, Tin Plate Manufacturer. Pet Feb 11. Waugh. Cockermouth, Feb 28 at 1

Hardisty, Edward, Darlington, Durham, Grocer. Pet Feb 13. Crosby. Stockton on Tees, Mar 3 at 2.30

Master, Harcourt S., Great Yarmouth, Gentleman. Pet Feb 13. Worlledge. Great Yarmouth, Mar 1 at 11

Nuttman, Richard Jonathan, Maple rd, Penge, Clothier. Pet Feb 14. Rowland. Croydon, Mar 3 at 2

Pankhurst, James, Newcastle under Lyme, Fish Salesman. Pet Feb 13. Tennant. Hanley, Mar 2 at 3

Radley, George Henry, Horsforth, York, Manufacturer. Pet Feb 8. Marshall. Leeds, Mar 8 at 11

Selby, Henry Frederick, Railway Hotel Stables, Potters Bar, Coal Merchant. Pet Feb 14. Boyes. Barnet, Mar 2 at 11

TUESDAY, Feb. 21, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Edwards, Thomas, Leyton, Essex, Bnilder. Pet Feb 18. Brougham. Mar 7 at 11

Huggins, Horatio James, Hermes hill, Pentonville, Manufacturer of Bottle Washing Machines. Pet Feb 18. Brougham. Mar 7 at 11.30

Saville, Edmund, Gloucester st, Regent's pk, Wine Merchant's Foreman. Pet Feb 17. Pepys. Mar 3 at 12

To Surrender in the Country.

Bray, William, Belgrave, Leicester, Builder. Pet Feb 16. Ingram. Leicester, Mar 7 at 12

Davies, Alfred Conde, Liverpool, Auctioneer. Pet Feb 16. Cooper. Liverpool, Mar 6 at 12

Jones, David Erskine, and William Owen Davies, Conway, Carnarvon, Timber Merchants. Pet Feb 16. Jones. Bangor, Mar 6 at 2

Morris, David, Tonyrefail, near Pontypridd, Grocer. Pet Feb 15. Spickett. Pontypridd, Mar 4 at 10

Murphy, Miah, Croydon, Surrey, Watch Dealer. Pet Feb 17. Rowland. Croydon, Mar 7 at 12

Ross, John, Sheffield, Iron Merchant. Pet Feb 16. Wake. Sheffield, Mar 8 at 1

BANKRUPTCIES ANNULLED.

TUESDAY, Feb. 21, 1882.

Blanchard, Sidney, Porchester sq. Feb 16.

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Feb. 17, 1882.

Allcorn, John Curd, Forest Hill, Kent, Master Builder. Mar 7 at 2 at offices of Armstrong, Chancery lane

Armishaw, George Watson, Liverpool, General Merchant. Mar 3 at 2 at offices of Harmood and Co, North John st, Liverpool. Stone and Co, Liverpool

Arrowsmith, Thomas, Walsall, Stafford, Victualler. Mar 2 at 12 at offices of Loxton, Bridge, Walsall, Stafford

Bate, James, jun., St Helen's, Lancaster, Licensed Victualler. Mar 2 at 3 at offices of Swift and Son, Hardshaw st, St Helens

Barker, Noah, Willenhall, Stafford, Cowkeeper. Mar 3 at 11 at offices of Vaughan, Walsall st, Willenhall

Barndin, Arthur, Walton-on-the Naze, House Decorator. Feb 24 at 3 at offices of Hepworth and Co, Cheapside

Burridge, James, Poole, Dorset, Grocer. Mar 6 at 3 at Antelope Hotel, High st, Poole. Hill, Poole

Beresford, Thomas, Walsall Wood, Stafford, Beerhouse Keeper. Mar 2 at 3 at offices of Cotterell, Bridge st, Walsall, Stafford

Bland, John, Barrow-in-Furness, Lancaster, Auctioneer. Mar 1 at 3 at 17, Strand, Barrow in Furness. Taylor, Barrow in Furness

Brackenbury, Hubert, Horbling, Lincoln, Innkeeper. Mar 3 at 12 at Plough Inn, Horbling. Peake and Co

Bridle, George, Axminster, Devon, Cooper. Feb 28 at 12 at office of Forward, Axminster

Borton, Richard, Charlotte st, Fitzroy sq, Bedding Manufacturer. Mar 8 at 3 at office of Christmas, Walbrook

Botly, Richard, Burdett rd, Mile End, Painting Brush Maker. Mar 3 at 4 at office of Glyn, Southampton bldgs, Chancery lane

Bradshaw, James, Hillsbro', Ecclesfield, York, Post Office Clerk. Mar 3 at 2 at offices of Taylor, Norfolk row, Sheffield

Bromley, Henry, and Alfred Bromley, Ardleigh, Essex, Millers. Feb 24 at 11 at office of Goody and Son, North Hill, Colchester

Buck, Anton Alfred, Mark lane, Commission Merchant. Mar 1 at 3 at office of Barrow and Gates, Gresham st. Gole, Lime st

Byrom, William Ascroft, Wigan, Lancaster, Solicitor. Mar 1 at 2.20 at offices of Ramwell and Co, Queen's bldgs, Ridgfield, Manchester

Calvert, William, Little Stonegate, York, Woollen Merchant. Feb 28 at 11 at offices of Crumbie, Stonegate

Carter, Thomas, Sunderland, out of business. Feb 28 at 11 at offices of Storey, John st, Sunderland

Cartledge, Mary, Mortomley, Ecclesfield, York, Innkeeper. March 1 at 12 at offices of Rodgers and Co, Bank st, Sheffield

Casey, Thomas, Boleyn rd, Stoke Newington. March 3 at 2 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Hammack, Finsbury circus

Caton, Joseph Robert, Gamlingay, Cambridge, Coal Merchant. March 2 at 2 at the Dolphin Inn, Gamlingay. Conquest and Clare, Bedford

Cavan, Anne, St John's Wood Park, Schoolmistress. Feb 28 at 2 at offices of Steavenson and Couldwell, Gracechurch st

Davidson, Samuel, and James Davidson, Cheetham, Builders. March 8 at 2 at offices of Gardner, Cooper st, Manchester

Dorey, Henry, Poole, Coal Merchants. March 1 at 12 at offices of Travers, Masonic chmbrs, Market st, Poole

Douglas, Henry Duncan, Chichester, Sussex, Wholesale and Retail Flour Dealer. Mar 3 at 2 at the Anchor Hotel, West st, Chichester. Gregory, Chichester

Drake, Frederic, Burton crescent, Brunswick sq, Ironmonger's Assistant. Feb 27 at 2 at offices of Blelloch, Coleman st

Ellis, Thomas, Saltney, Chester, Baker. March 6 at 11 at offices of Cartwright, White Friars, Chester

Emery, Seth, Bedminster, Bristol, Builder. Mar 1 at 2 at offices of Ward, Albion chmbrs, Bristol

Evening, Isaac, and John Evening, Cockermouth, Cumberland, Stationers. Mar 7 at 11 at offices of Paisley, Workington

Fenwick, Matthew, Barnsley, York, Plasterer. Mar 6 at 2 at Royal Hotel, Barnsley. Fearnside, Barnsley

Field, Henry, Deptford, Builder's Labourer. Feb 27 at 4 at offices of Whale, Queen Victoria st

Field, Stephen, Anerley, Surrey, Pawnbroker. Mar at 3 at offices of Morris, Paternoster row

Findlay, George, West Gorton, Manchester, Timber Merchant. Mar 2 at 3 at offices of Ellis, Manchester

Fox, George, Kegworth, Leicester, Tailor. Mar 3 at 2 at Assembly Rooms, Nottingham, Clifford, Loughborough

Gaskill, Mary, Liverpool, Grocer. Mar 2 at 2 at offices of Wilson and Co, Lord st, Liverpool

Gill, Joseph, Anfield, nr Liverpool, Chemist. Mar 11 at 1 at offices of Moore and Spence, Liverpool

Goode, George, Oldbury, License Victualler. Mar 2 at 2 at offices of Wright and Co, Oldbury

Guscotte, Thomas, York bldgs, Adelphi, Solicitor. Feb 28 at 2 at 1, York bldgs

Hagart, James Conacher, Manchester, Builder. Mar 3 at 3 at offices of Farrar and Hall, Fountain st, Manchester

Hanks, Charles, Winterbourne, Gloucester, Farmer. Feb 28 at 2 at offices of Clifton and Carter, Broad st, Bristol

Harrington, Hugh Michael, Middlesborough, York, Provision Dealer. Mar 1 at 2 at Great Northern Hotel, Leeds. Simpson, West Hartlepool

Harte, Thomas, Gloucester, Schoolmaster. Feb 27 at 3 at offices of Long, Wes'gate chmbrs, Berkeley st, Gloucester

Harvey, William Brough, Stoke-upon-Trent, Stafford, Egg Merchant. Feb 28 at 11 at offices of Griffith, Lad lane, Newcastle-under-Lyme

Hatch, Frederick, Huntingdon st, Caledonian rd, Grocer. Mar 2 at 2 at 6, Arthur st East. Carter and Bell, Eastcheap

Harvey, William, Birmingham, Assembly Room Proprietor. Mar 2 at 3 at offices of Duke, Temple row, Birmingham

Hayes, Thomas, Nottingham, Grocer. Mar 1 at 3 at the George Hotel, Nottingham. Cockayne, Nottingham

Hobbs, Charles, Tottenham, Pork Butcher. Mar 2 at 2 at Grove Tavern, Snell's Park, Edmonton. Parke, Warwick ct, Gray's inn

Hobson, Joseph, Halifax, York, Coal Merchant. Mar 6 at 11 at Wards End, Halifax. Holroyde and Smith

Hodder, William George, Berkeley, Gloucester, Butcher. Feb 28 at 3 at offices of Scott, Berkeley, Gloucester

Horwood, Henry, Wrington, Somerset. Boot Manufacturer. Feb 27 at 2 at offices of Sibly, Exchange West, Bristol

Hudson, Peter, Aspatria, Cumberland. Innkeeper. Mar 6 at 11 at offices of Rigg, King st, Wigton

Hughes, George Barnet, Llanfairisgaer, Carnarvon Butcher. Mar 3 at 2 at British Hotel, Bangor. Roberts, Holyhead

Johnston, Henry John, Wooler, Northumberland, General Merchant. Mar 2 at 11 at offices of Tate and Percy, St Michael's lane, Alnwick
Jones, David, Rhydybod, Llanuwchllyn, Merioneth, Farmer. Mar 3 at 1 at Plascoch Hotel, Bala. Jones, Bala
Jones, Richard William, Leicester, Grocer. Mar 6 at 3 at office of Wright, Belvoir st, Leicester
Jowett, William, Droylsden, Lancaster, Dyer. Mar 4 at 11 at offices of Farrar and Hall, Fountain st, Manchester
Kiteley, William. Westbromwich, Stafford, Dairyman. Mar 3 at 11 at office of Jackson and Sharpe, High st, Westbromwich
Legood, Charles William, Heigham, Norwich, out of business. Feb 28 at 11 at Three Kings, Upper Westwick st, Norwich
Lewis, Frank, Nottingham, Builder. Mar 11 at 3 at offices of Stevenson, Weekday cross, Nottingham
Marriner, Matthew, Durham, Boot and Shoe Dealer. Mar 2 at 12 at Rose and Crown Hotel, Market st, Durham. Oliver, Durham
Marson, Joseph, Birmingham, Machinist. Mar 2 at 11 at offices of Burton, Union passage, Birmingham
Mason, Edward, Shrewsbury, out of business. Feb 28 at 11 at offices of Morris and Sons, Swan hill, Shrewsbury
Masterman, Thomas Henry, Bedale, York, Innkeeper. Mar 1 at 2 at offices of Teale, Town's hall, Northallerton
Maw, Thomas, jun., Flaxton, York, Boot and Shoe Dealer. Mar 3 at 11 at offices of Cundall, Blake st, York
McKno, John Samuel, Bridport, Dorset, Grocer. Mar 6 at 10 at offices of Day, West Allington, Bridport
Mitchell, Benjamin Hillyard, Cambridge, Coal, Coke, and Salt Merchant. Mar 6 at 3 at Inns of Court Hotel, Holborn. Ellison and Co, Cambridge
Morris, Owen, Tyddynmansier, Llandwrog, Carnarvon, Farmer. Mar 2 at 1 at Sportsman Hotel, Carnarvon. Picton and Co, Pwllheli
Newbury, William John, Cardiff, Glamorgan, Gentleman. Feb 22 at 1 at 37, St Mary st, Cardiff, in lieu of the place originally named
Newton, Arthur Edward, Salford, Fish and Poultry Dealer. Mar 3 at 11 at offices of Gardner, Cooper st, Manchester
North, Edward, Brighton, Bookseller. Mar 6 at 2 at offices of Edmonds and Co, Cheapside. Upperton and Bacon, Brighton
Padfield, William, Clutton, Somerset, Innkeeper. Mar 9 at 2 at offices of Pearson, Clare st, Bristol
Palk, William Edward, Birmingham, Brassfounder. Mar 1 at 3 at No. 1, Newhall st, Birmingham. Rawlings, Birmingham
Pavey, Alfred, Marlborough rd, Peckham, Decorator. Mar 7 at 2 at offices of Lockyer, Gresham bldgs, Basinghall st
Pearsall, James, Smethwick, Harborne, Stafford, Beerhouse Keeper. Mar 2 at 12 at offices of Hartill, Birmingham st, Oldbury
Peck, Charles Heald, Leverington, Cambridge, Auctioneer. Mar 3 at 11 at the Public Hall, Wisbech. Fraser and Co, Wisbech
Poole, Thomas Edward, Southend, Essex, Painter. Mar 7 at 2 at offices of Brighten and Parker, Bishopsgate st Without
Potts, Thomas William, Southsea, Portsea, Hants, Builder. Mar 1 at 3 at offices of King, Portsea
Quincey, William, Beeston, Nottingham, Joiner. Mar 8 at 3 at offices of Stroud, Low pavement, Nottingham
Reay, William, Bishopwearmouth, Durham, Butcher. Mar 1 at 3 at office of Bell, Lambton st, Bishopwearmouth
Rich, James, Bridgewater, Somerset, Jeweller. Mar 2 at 3 at George and Railway Hotel, Bristol. Reed and Cook, Bridgewater
Roberts, Henry, London st, Greenwich, Wholesale Confectioner. Feb 28 at 2 at Guildhall Tavern, Gresham st. Howard and Shelton, Threadneedle st
Rowe, John, and Robert Haworth, Blackburn, Lancaster, Leather Dealers. Mar 2 at 3 at office of Riley, Astley gate, King st, Blackburn
Rule, Thomas Nicholas, Almack rd, Clapton pk, out of business. Mar 2 at 3 at office of Cooper and Co, Lincoln's inn fields
Sanby, Samuel Denman, Eastbourne, Ironmonger. Mar 6 at 3 at office of Reader, Ely pl, Holborn
Scrose, Samuel, St Phillips, Bristol, Job Master. Feb 28 at 12 at office of Sibly, Exchange West, Bristol
Sexton, Charles, Stockton, Durham, Innkeeper. Feb 25 at 11 at office of Best, High st, Stockton
Shakespeare, George, Wolverhampton, Stafford, Carriage Builder. Mar 3 at 11 at office of Stretton, Queen st, Wolverhampton
Shaw, David, Wavertree, Liverpool, Builder. Mar 6 at 3 at office of Ivey, Church st, Liverpool. Lupton, Liverpool
Smith, Benjamin, Killamarsh, Derby, Bricklayer. Mar 3 at 3 at offices of Binns, Sheffield
Steele, William, Fenton, Stafford, Potter. Feb 27 at 11 at offices of Welch, Caroline st, Longton
Stoner, Joseph, Millom, Cumberland, Innkeeper. Mar 3 at 3 at offices of Butler, Millom
Taylor, Thompson, Botchergate, Carlisle, Grocer. Mar 2 at 3 at offices of Wannop, Carlisle
Tebbutt, Robert, and John Kent Tebbutt, Cheetham, Manchester, Grocer. Mar 6 at 3 at offices of Horner and Son, Manchester
Temple, Solomon, Leman st, Whitechapel, Publican. Feb 28 at 1 30 at Garrick Tavern, Leman st, Whitechapel
Thomlinson, John Ashbridge, Carlisle, Woollen Manufacturer. Mar 2 at 3 at offices of Wright and Brown, Carlisle
Tootell, Charles, Manchester, Box Maker. Mar 3 at 3 at offices of Sumner, Marsden st, Manchester
Theobald, Edwin Togarmal, Greenwich, Optician. Feb 27 at 2 at Guildhall Tavern, Gresham st. Howard and Shelton, Threadneedle st
Tranter, Thomas, Wombourne, Stafford, Builder. Mar 2 at 11 at offices of Stokes and Hooper, Dudley
Vaughan, William, Almeley, Hereford, Grocer. Mar 3 at 10.15 at Tram Inn, Eardisley Hereford. Corner, Hereford
Waite, Benjamin, Farsley, York, Woollen Cloth Manufacturer. Mar 2 at 2.30 at Law Institution, Albion pl, Leeds. Harrison, East parade, Leeds
Wall, William, Sittingbourne, Kent, Mariner. Mar 8 at 11 at offices of Gibson, Sittingbourne
Wells, George, Norton Folgate, Spitalfields, Potato Salesman. Mar 8 at 3 at offices of Wood and Wootton, Fish st hill
Wenden, Christopher John, Travers rd, Holloway, Cattle Dealer. Mar 7 at 12 at Guildhall Coffee house, Gresham st. French, Crutched Friars
Williams, Griffith, Penygroes, Llanllyfni, Carnarvon, Joiner. Feb 28 at 1 at Sportsman Hotel, Carnarvon. Picton and Co, Pwllheli
Wood, James, Congleton, Chester, Ribbon and Trimming Manufacturer. Mar 2 at 11 at Borough Arms Inn, Congleton. Garside and Spencer, Congleton
Wood, William Henry, Shrewsbury, Salop, Licensed Victualler. Mar 2 at 11 at offices of Clarke and Sons, Swan hill, Shrewsbury
Woodward, William, Warrington, Lancaster, Contractor. Mar 6 at 3 at offices of Davies and Co, Bewsey chmbrs, Bewsey st, Warrington
Woolf, Sidney, Upper st, Islington, Silversmith. Mar 8 at 3 at offices of Montagu, Bucklersbury
Yates, Edwin, Bedminster, Bristol, of no occupation. Feb 27 at 2 at offices of Benson and Carpenter, Bank chmbrs, Corn st, Bristol

TUESDAY, Feb. 21, 1882.

Barber, William, Stratford St Mary, Suffolk, Builder. March 10 at 3 at the Red Lion Hotel, Colchester. Goody, Colchester
Bartlett, Noah Gay, the younger, Exeter, General Smith. March 6 at 11 at offices of Southcott, Post Office st, Bedford circus, Exeter
Benning, John, Banbury, Oxford, Grocer. March 14 at 12 at offices of Dudley, Oxford
Boyes, William, Baildon, Otley, York, Publican. March 3 at 11 at offices of Hailstone, Market st chmbrs, Bradford
Brown, Daniel, Biddulph Moor, Stafford, Stonemason. March 4 at 11 at No. 59, Stockwell st, Leek
Buckley, William, Harborne, Stafford, Merchant's Clerk. March 6 at 3 at offices of Duke, Temple row, Birmingham
Burford, William, Sidbury, Worcester, Meat Salesman. March 7 at 11 at offices of Corbett, Avenue House, the Cross, Worcester
Burnett, John Joseph, Queen Victoria st, Tailor. Feb 28 at 3 at offices of Ruddle, High Holborn
Carter, Cornelius Atkin, Friskney, Lincoln, Farmer. March 3 at 1 at the Red Lion Hotel, Boston. Hyde and Brown, Upgate, Louth
Chadwick, George, Liverpool, Lath Cleaver. March 3 at 3 at offices of Banner and Co, Cook st, Liverpool. Harper, Liverpool
Clarke, Herbert, Castle st, Holborn, Business Agent. March 1 at 2 at offices of Mogg, New Broad st. Parke, Warwick ct, Gray's inn
Colls, Henry, Brighton, Sussex, Hotel Proprietor. March 9 at 3 at Card room, Old Ship Hotel, Brighton. Warne, Brighton
Connor, William Henry, Eccles, Lancaster, Solicitor. March 6 at 11 at offices of Gregson, Princes st, Manchester
Crabb, George, Ramsgate, Kent, Builder. March 15 at 3 at offices of Cannon, Wool Exchange, Coleman st
Cresswell, John Pearson, Wolverhampton, Stafford, Surgeon. March 8 at 11 at offices of Gatis, King st, Wolverhampton
Daybell, William, Bottesford, Leicester, Cattle Dealer. March 6 at 11 at offices of Blackwell, St Peter's Church walk, Nottingham
Duncan, Robert Newton, Newcastle upon Tyne, Publican. March 4 at 11 at offices of Forster, Newgate st, Newcastle upon Tyne. Dove, Newcastle upon Tyne
Edwards, Thomas, Tipton, Stafford, Grocer. March 7 at 11 at offices of Shakespeare, Church st, Oldbury
Elliot, Thomas, Herrington Burn Farm, Fence Houses, Durham, Farmer. March 3 at 3 at offices of Bentham, Nile st, Sunderland
Fellows, Abraham, Dudley, Worcester, Licensed Victualler. March 4 at 11 at offices of Waldron, High st, Brierley Hill
Fellows, John, Smethwick, Stafford, Grocer. Mar 6 at 3 at offices of Shakespeare, Church st, Oldbury
Garratt, Frank, Nottingham, Plaster Manufacturer. Mar 7 at 3 at offices of Whittingham, Middle pavement, Nottingham
Gifford, James, Burslem, Stafford, Potters' Printer. Mar 8 at 12 at offices of Alcock, Newcastle st, Burslem
Gill, Francis, Wandsworth rd, Surrey, Builder. Mar 3 at 3 at Inns of Court Hotel, Holborn. Godfrey, South sq, Gray's-inn
Godfrey, Thomas, Bulwell, Nottingham, Tailor. Mar 8 at 3 at offices of Day, Brougham chmbrs, Wheelergate, Nottingham. Fraser, Nottingham
Graydon, William Frederick, and George Player, Mile End rd, China and Glass Merchants. Mar 7 at 3 at offices of Lockyer, Gresham bldgs, Basinghall st
Green, Edward William, Mitcham, Surrey, Florist. Feb 27 at 12 at Inns of Court Hotel High Holborn. Angell, Leadenhall st
Green, Solomon Levy, Cardiff, Glamorgan, Clothier. Mar 13 at 3 at offices of Harte, Moorgate st
Greenboam, Edward, Gracechurch st, Merchant Tailor. Mar 8 at 3 at Mason's Half Tavern, Mason's Avenue. Young, Newgate st
Gregory, Joseph, Derby, Thrashing Machine Proprietor. Mar 6 at 3 at Corn Market, Derby. Close, Derby
Griffiths, Elisha, Wednesbury, Stafford, Iron Founder. Mar 4 at 11 at offices of Sheldon, Wednesbury
Halstead, Alfred, Outlane, nr Huddersfield, Innkeeper. Mar 7 at 3 at Plough Inn, Huddersfield. Garsed, Halifax
Harris, James, Roath, Cardiff, Builder. Mar 7 at 11 at 19, Duke st, Cardiff. Morris and Son, Cardiff
Herridge, George, Lambeth, Stone Mason. Mar 6 at 2 at offices of Howard and Shelton, Threadneedle st
Hewson, John, Birmingham, out of business. Mar 6 at 3 at offices of Fallows, Cherry st, Birmingham
Holdsworth, Luke, Croft st, Lincoln, Grocer. Mar 1 at 11 at offices of Ward, Silver st, Lincoln
House, William, South st, Camberwell, Baker. Mar 6 at 4 at offices of Young and Sons, Mark lane
Howgate, James, Potternewton, Leeds, Chimney Sweeper. Mar 3 at 2 at offices of Pullan, Leeds
Hussey, Thomas Alfred, and William Henry Hawkins, Old Bond st, Goldsmiths. Mar 10 at 2 at offices of Darling, Brewer st, Golden sq. Attenborough, St Paul's ch yd
Jackson, James, Tillingham, Essex, Farmer. Mar 8 at 11 at offices of Crick and Freeman, Maldon
Jennings, Frederick, Hinckley, Leicester, Grocer. Mar 7 at 11 at offices of Burgess and Williams, Berridge st, Leicester
Johnson, Solomon Caudle, High Wycombe, Bucks, Chair Manufacturer. Mar 4 at 2 at 25, High st, High Wycombe. Bliss
Johnson, Sarah, Widow, and Edward Johnson, Lichfield, Stafford, Market Gardeners. March 3 at 3 at offices of East, Temple st, Birmingham
Jones, Frederick, Wolverhampton, Cattle Dealer. Mar 7 at 12 at offices of Clark, New rd, Willenhall
Jones, Thomas, Salford, Lancaster, Engineer. Mar 7 at 3 at offices of Harwood, Cross st, Manchester
Latham, Richard, Wigan, Lancaster, Beerseller. Mar 4 at 11 at offices of Stuart, King st, Wigan
Lee, Amelia Emily, Stamford st, Grocer. Mar 15 at 2 at 6, Arthur st East. Watkins and Co, Sackville st
Lee, Thomas Wilton, and Charles Bouts, Pancras lane, Queen st, Importers of Dutch Produce. Mar 3 at 2 at offices of Toppin, Cloak lane, Cannon st
Leeder, Edward, North Creake, Norfolk, Grocer. Mar 9 at 11.30 at the Norfolk Hotel, St Giles, Norwich. Wilkin, King's Lynn
Levy, David, Mansell st, Aldgate, Butcher. Mar 2 at 11 at offices of Dobson, Minories
Lewin, George, Southwick, Sussex, Coal Merchant. Mar 7 at 12 at offices of Deane and Hands, Loughborough, Leicester
Lintine, Morrice, Birmingham, Boot Manufacturer. Mar 3 at 3 at office of Robinson and Son, Cherry st, Birmingham
Marshall, James, Nottingham, Miller. Mar 7 at 3 at office of Cockayne, Fletcher gate, Nottingham
Mitchell, John, Clement Taylor Mitchell, Louis Greenhalgh Mitchell, and Frederick Shaw Mitchell, Clitheroe, Lancaster, Paper Manufacturers. Mar 10 at 11 at the "B" Committee Room, Old Townhall, King sq, Manchester. Sale and Co, Manchester
Moore, James, Church st, Leeds, Greengrocer. Mar 6 at 3 at office of Brooke, East Parade, Leeds
Monkley, George, Cardiff, Greengrocer. Mar 7 at 12 at office of Morgan and Scott, High st, Cardiff
Morgan, David, Coedpenmaen, Pontypridd, Glamorgan, Grocer. Mar 2 at 12 at office of Collins, Broad st, Bristol
Morgan, Lewis, Oxford, Baker. March 13 at 11 at offices of Hallam, High street, Oxford
Morgan, Richard Warton, Addison rd, North. Mar 10 at 4 at office of Harte, Moorgate st
Newton, Thomas George, London rd, Croydon, Surrey. Mar 7 at 3 at office of Wrightson and Green, 6t St Helen's, Bishopsgate st
Oliver, Samuel, West Bromwich, Stafford, Grocer. Mar 8 at 3 at Queen's Hotel, Stephenson pl, Birmingham. Shakespeare, Church st, Oldbury
Ormandy, Joseph, Preston, Lancaster, Commercial Traveller. Mar 3 at 3 at offices of Clarke, Lune st, Preston

Overton, Charles, Walsall, Commission Agent. Mar 2 at 11 at offices of Evans, Bank chmbrs, the Bridge, Walsall
Palmer, James, Cambridge, Farmer. Mar 7 at 12.30 at the Rutland Arms Hotel, Newmarket. Read, Mildenhall, Suffolk
Pascoe, William John, Camborne, Cornwall, Baker. Mar 3 at 3.30 at Tyack's Hotel, Market pl, Camborne. Elworthy and Co, Plymouth
Percy, John, Mayor rd, Stratford, Butcher. Mar 1 at 3 at offices of Hopkins, Walbrook
Perkins, Henry Esban, Hamilton rd, East End, Finchley, Builder. Mar 2 at 3 at offices of Morris, Paternoster row
Perrott, Alfred Rosser, Crickhowell, Hotel Keeper. Mar 6 at 12 at the Bear Hotel, Crickhowell. Davies
Pinkney, John, Middlesborough, York, Greengrocer. Mar 3 at 12 at offices of Catchpole, Argyle bldgs, Wilson st, Middlesborough
Roberts, Elijah, Gloucester, Beer Retailer. Mar 6 at 2 at offices of Anstey, John st, Bristol. Salisbury
Roberts, William, Abergavenny, Monmouth, Innkeeper. Mar 8 at 11 at offices of Straker, Lion st, Abergavenny. Browne, Abergavenny
Roe, John, Alfreton, Derby, Builder. Mar 14 at 12 at the George Hotel, Alfreton. Wilson and Bone, Alfreton
Senior, Elizabeth, Barnsley, York, Shopkeeper. Mar 6 at 12 at offices of Gray, Eastgate, Barnsley
Smith, Francis, Newcastle-upon-Tyne, Merchant. Mar 8 at 2 at offices of Winter, Market st, Newcastle-upon-Tyne. Gibson, Newcastle-upon-Tyne
Smith, George, Silvertown, Essex, Grocer. Mar 6 at 3 at Mason's Hall Tavern, Mason's avenue. Young, Newgate st
Smith, John, Darlington, Durham, Joiner. Mar 4 at 11 at offices of Wooler, Priestgate, Darlington
Smith, Sarah, Congleton, Chester, Grocer. Mar 6 at 11 at offices of Cooper, Park st, Congleton
Stott, Thomas, Huddersfield, York, Bill Poster. Mar 3 at 11 at offices of Dransfield, Ramsden st, Huddersfield
Stothard, William Hardy, South Shields, Grocer. Mar 3 at 3 at offices of Newlands, South Shields
Swinnerton, Joseph, Stoke-upon-Trent, Stafford, Linen, Woollen, and General Dealer. Mar 4 at 11 at offices of Ashwell, Glebe st, Stoke upon-Trent
Thomson, Charles, Felling-on-Tyne, Durham, Machinist. Mar 6 at 3 at offices of Wannop, Scotch st, Carlisle
Twitchen, Henry, High Wycombe, Bucks, Chair Manufacturer. March 3 at 3 offices of Reynolds, High st, High Wycombe
Vaux, James, Bean Shea, nr Pickering, York, Shoe Maker. March 6 at 2 at offices of Estill, Saville st, Malton, York
Waddington, John William, James William Hocker, and John Savage, Bartholomew Close, Curriers. March 9 at 3 at the Guildhall Coffee house, Gresham st. Sole and Co, Aldermanbury
Walden, Thomas William Toop, West Stafford, Dorset, Dairyman. March 6 at 11.30 at the Junction Hotel, Dorchester. Hanne, Weymouth
Warren, William, Nottingham, Provision Dealer. March 7 at 12 at offices of Stevenson, Weekday cross, Nottingham
Watson, John, William Watson, Huddersfield, Contractors. March 9 at 3 at offices of Johnson and Booth, John William st, Huddersfield
Weiss, Adolphus Herman, Sunderland, Clothier. March 7 at 1 at offices of Ashe[illegible] Manor pl, Sunderland
Whaites, Hannah, St Leonard's-on-Sea, Sussex, Boarding house Keeper. Feb 25 at 1[illegible] at offices of Meadows and Elliott, Havelock rd, Hastings
Wilcock, Henry, Seacombe, Chester, Boot Maker. March 8 at 3 at offices of Danger[illegible] Orange ct, Castle st, Liverpool
Willis, Marmaduke, Tamworth rd, Croydon, Pork Butcher. Mar 3 at 11 at Green[illegible] Dragon Hotel. High st, Croydon. Dennis, St John's grove, Croydon
Wilson, James, Bradford, York, Cigar Merchant. Mar 4 at 11 at offices of Browning[illegible] Queensgate, Bradford
Wyse, Thomas John Stevenson, Newcastle upon Tyne, Solicitor's Managing Clerk. Mar 2 at 11 at offices of Forster, Newgate st, Newcastle upon Tyne. Dove, Newcastle upon Tyne
Yates, John, Lees, near Manchester, Cotton Spinner. Mar 9 at 3 at offices of Hankinson, Queen's chmbrs, John Dalton st, Manchester
Young, Hugh James Gilbert, Ellenborough, Maryport, Cumberland, Coal Miner. Mar 11 at 10 at 27A, Kirby st, Maryport. Collin, Maryport

CONTENTS.

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